

**MaineDOT - REGIONAL OFFICE
BANGOR**

LOW BID DESIGN-BUILD PROJECT

STORAGE BUILDING

WIN 21902.00

2016

MAINTENANCE & OPERATIONS

STATE PROJECT

BIDDING INSTRUCTIONS

1. Use pen and ink to complete all paper Bids.
2. See Special Provision, Design-Build Project Requirements for submission requirements, submissions, packaging and labeling and other related information.
3. Include prices for all items in the Schedule of Items.
4. Bid Guaranty acceptable forms are:
 - a) a properly completed and signed Bid Bond on the Department's prescribed form (or on a form that does not contain any significant variations from the Department's form as determined by the Department) for 5% of the Bid Amount or
 - b) an Official Bank Check, Cashier's Check, Certified Check, U.S. Postal Money Order or Negotiable Certificate of Deposit in the amount stated in the Notice to Contractors

*If you need further information regarding Bid preparation, call the DOT
Contracts Section at (207) 624-3410.*

*For complete bidding requirements, refer to Section 102 of the Maine Department
of Transportation, Standard Specifications, November 2014 Edition.*

NOTICE

The Maine Department of Transportation is attempting to improve the way Bid Amendments/Addendums are handled, and allow for an electronic downloading of bid packages from our website, while continuing to maintain an optional plan holders list.

Prospective bidders, subcontractors or suppliers who wish to download a copy of the bid package and receive a courtesy notification of project specific bid amendments must fill out the on-line plan holder registration form and provide an email address to the MDOT Contracts mailbox at: MDOT.contracts@maine.gov. Each bid package will require a separate request.

Additionally, interested parties will be responsible for reviewing and retrieving the Bid Amendments from our web site, and acknowledging receipt and incorporating those Bid Amendments in their bids using the Acknowledgement of Bid Amendment Form.

STATE OF MAINE DEPARTMENT OF TRANSPORTATION
Bid Guaranty-Bid Bond Form

KNOW ALL MEN BY THESE PRESENTS THAT _____

_____, of the City/Town of _____ and State of _____

as Principal, and _____ as Surety, a

Corporation duly organized under the laws of the State of _____ and having a usual place of

Business in _____ and hereby held and firmly bound unto the Treasurer of

the State of Maine in the sum of _____, for payment which Principal and Surety bind

themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

The condition of this obligation is that the Principal has submitted to the Maine Department of

Transportation, hereafter Department, a certain bid, attached hereto and incorporated as a

part herein, to enter into a written contract for the construction of _____

_____ and if the Department shall accept said bid

and the Principal shall execute and deliver a contract in the form attached hereto (properly

completed in accordance with said bid) and shall furnish bonds for this faithful performance of

said contract, and for the payment of all persons performing labor or furnishing material in

connection therewith, and shall in all other respects perform the agreement created by the

acceptance of said bid, then this obligation shall be null and void; otherwise it shall remain in full

force, and effect.

Signed and sealed this _____ day of _____ 20____

WITNESS:

WITNESS

PRINCIPAL:

By _____

By: _____

By: _____

SURETY:

By _____

By: _____

Name of Local Agency: _____

NOTICE

Bidders:

Please use the attached “Request for Information” form when submitting questions concerning specific Contracts that have been advertised for Bid, include additional numbered pages as required. RFI’s may be faxed to 207-624-3431, submitted electronically through the Departments web page of advertised projects by selecting the RFI tab on the project details page or via e-mail to RFI-Contracts.MDOT@maine.gov.

These are the only allowable mechanisms for answering Project specific questions. Maine DOT will not be bound to any answers to Project specific questions received during the Bidding phase through other processes.

When submitting RFIs by Email please follow the same guidelines as stated on the “Request for Information” form and include the word “RFI” along with the Project name and Identification number in the subject line.

RFI No: _____

Date _____ **Time** _____

WIN(S): _____ **Town(s):** _____ **Bid Date:** _____

Question(s):_____

Request by: _____
Company Name:_____ **Phone:(_____)**_____

Email: _____ **Fax:** (____) _____

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Vendor Registration

Prospective Bidders must register as a vendor with the Department of Administrative & Financial Services if the vendor is awarded a contract. Vendors will not be able to receive payment without first being registered. Vendors/Contractors will find information and register through the following link –

<http://www.maine.gov/purchases/venbid/index.shtml>

CONTRACTOR INFORMATION

Contractor Name: _____

Mailing Address: _____

Vendor Customer Number: _____

Contact Information (Primary Contact): _____

Phone: _____ **Cell Phone:** _____

Fax: _____

Email: _____

Mailing Address (if different from above): _____

The company has the following organizational structure:

☐ Sole Proprietorship

☐ Limited Liability Company

☐ Partnership

☐ Joint Venture

☐ Corporation

☐ Other: _____

(Date)

(Signature)

(Name and Title Printed)

STATE OF MAINE DEPARTMENT OF TRANSPORTATION NOTICE TO CONTRACTORS

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bids for **Design and Build Storage Building** at the **MaineDOT Regional Office** in the city of **Bangor**" will be received from contractors at the Reception Desk, Maine DOT Building, Capitol Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on July 6, 2016 at that time and place publicly opened and read. Bids will be accepted from all bidders. The lowest responsive bidder must demonstrate successful completion of projects of similar size and scope to be considered for the award of this contract.

Description: WIN 21902.00

Location: project is located in the City of Bangor, Hogan Road, MaineDOT – Region 4 Office

Outline of Work: Design and Build a Storage Building and other incidental work.

For general information regarding Bidding and Contracting procedures, contact George Macdougall at (207) 624-3410. Our webpage at <http://www.maine.gov/mdot/contractors/> contains a copy of the Schedule of Items, Plan Holders List, written portions of bid amendments, drawings, bid results and an electronic form for RFI submittal. For Project-specific information fax all questions to **Gail Iler** at (207) 624-3431, use electronic RFI form or email questions to RFI-Contracts.MDOT@maine.gov, project name and identification number should be in the subject line. Questions received after 12:00 noon of Friday prior to bid date will not be answered. Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. TTY users call Maine Relay 711.

Bid Documents, plans, specifications and bid forms can be viewed and obtained digitally at no cost at <http://www.maine.gov/mdot/contractors/>. Plans, specifications and bid forms may be seen at the Maine DOT Building in Augusta, Maine and at the Department of Transportation's Regional Office in Bangor. They may be purchased from the Department between the hours of 8:00 a.m. to 4:30 p.m. by cash, credit card (Visa/Mastercard) or check payable to Treasurer, State of Maine sent to Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Bid Book \$10 (\$13 by mail), payment in advance, all non-refundable.

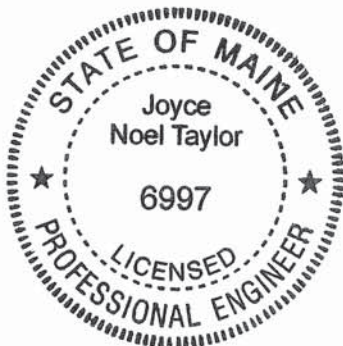
Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of \$5,000 payable to Treasurer, State of Maine as a Bid guarantee. A Contract Performance Surety Bond and a Contract Payment Surety Bond, each in the amount of 100 percent of the Contract price, will be required of the successful Bidder.

This Contract is subject to all applicable State Laws.

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, November 2014 Edition", price \$10 [\$15 by mail], and Standard Details, November 2014 Edition, price \$10 [\$15 by mail]. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Standard Detail updates can be found at <http://www.maine.gov/mdot/contractors/publications/>.

The right is hereby reserved to the Maine DOT to reject any or all bids.

Augusta, Maine
June 15, 2016



A handwritten signature in cursive script that reads "Joyce Noel Taylor".

JOYCE NOEL TAYLOR, P. E.
CHIEF ENGINEER

SPECIAL PROVISION 102.7.3
ACKNOWLEDGMENT OF BID AMENDMENTS

With this form, the Bidder acknowledges its responsibility to check for all Amendments to the Bid Package. For each Project under Advertisement, Amendments are located at <http://www.maine.gov/mdot/contractors/> . It is the responsibility of the Bidder to determine if there are Amendments to the Project, to download them, to incorporate them into their Bid Package, and to reference the Amendment number and the date on the form below. The Maine DOT will not post Bid Amendments any later than noon the day before Bid opening without individually notifying all the planholders.

Amendment Number	Date

The Contractor, for itself, its successors and assigns, hereby acknowledges that it has received all of the above referenced Amendments to the Bid Package.

CONTRACTOR

Date

Signature of authorized representative

(Name and Title Printed)

SCHEDULE OF ITEMS

Contractor: _____

Item Description	Quantity and Units	Bid Amount
815.00 Buildings – Cold Storage Building	1 LS	
Total Bid for all Items:		

The Department will reject bids if any one of the following occurs:

- the Bid is not Delivered to the precise location and by the precise time set forth in the Notice to Contractors or any applicable Bid Amendment,
- the Bid is not signed, or
- a required unit price, lump sum price or bid amount is not provided or is illegible.

Do not make handwritten changes to the bid documents.

The Bidder will have no opportunity to cure the above Non-curable Bid Defects. For clarification, questions, comments/recommendations use the “Request for Information” form as directed in the Bid Book instructions.

Design-Build Contract Agreement

CONTRACT AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at 24 Child, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and _____, a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at _____ (Design-Builder).

The Department and the Design-Builder, in consideration of the mutual promises set forth in the Contract Documents, hereby agree as follows:

A. The Work.

The Design-Builder agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **WIN 21902.00** for the design and construction of a **Storage Building** at the **MaineDOT Regional Office** in the town of **Bangor**, County of Penobscot, Maine. The Work includes the design, construction, and maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Design-Builder shall be responsible for furnishing all Design, supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

B. Time.

The Design-Builder agrees to complete all Work, except warranty work, on or before **October 28, 2016**. Further, the Department may deduct from moneys otherwise due the Design-Builder, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, November 2014 Edition and related Special Provisions.

C. Price.

The Lump Sum Price shown on the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is _____

\$_____ Performance Bond and Payment Bond each being 100% of the amount of this contract.

D. Contract.

The Contract, which may be amended, modified, or supplemented in writing only through a Contract Modification, consists of the following documents:

1. This Design-Build Contract Agreement;
2. All portions of the Project Requirements, Plans, Standard Specifications, November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement;
3. Performance, payment, warranty, and other bonds;
4. All specifications, manuals, guides, laws and all other documents referenced in any of the above documents;

It is agreed and understood that the Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Design-Builder hereby certifies that to the best of the Design-Builder's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in Contract Documents, including those in Special Provisions and Bid Documents are still complete and accurate as of the date of this Contract Agreement.
2. The Design-Builder knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Design-Builder to sign this Contract Agreement on behalf of the Design-Builder and to legally bind the Design-Builder to the terms of this Contract Agreement.

F. Representations.

The undersigned, having carefully examined the site of work, the Project Requirements, Standard Specifications - Revision of November 2014, Supplemental Specifications, Contract Agreement; and Contract Bonds contained herein for design and construction of: **WIN 21902.00** for the design and construction of a **Storage Building** at the **MaineDOT Regional Office** in the town of **Bangor**, State of Maine, on which proposals will be received until the time specified in the “Notice to Contractors” does hereby propose and offer to enter into the Contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of the Contract and for the lump-sum price herein.

The Design-Builder agrees to perform the work required at the price specified above and in accordance with the terms of the Contract, and to provide the appropriate insurance and bonds if this offer is accepted by the Department in writing.

As Design-Builder also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items”, which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the Standard Specifications, November 2014 Edition, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier’s check, certificate of deposit or U. S. Postal Money Order in the amount given in the “Notice to Contractors”, payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 10 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Project Requirements and complete the Work within the time limits given in the Contract.

Fourth: That the Lump Sum Price shall remain open for thirty (30) Calendar Days after the date of Price Proposal Opening (bid opening).

IN WITNESS WHEREOF, the Design-Builder, for itself, its successors and assigns, hereby execute three duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in this Contract.

DESIGN-BUILDER

Date

Witness

(Name and Title Printed)

Execution by the Department consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David Bernhardt Commissioner

Witness

Design-Build Contract Agreement

CONTRACT AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at 24 Child, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and _____, a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at _____ (Design-Builder).

The Department and the Design-Builder, in consideration of the mutual promises set forth in the Contract Documents, hereby agree as follows:

A. The Work.

The Design-Builder agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **WIN 21902.00** for the design and construction of a **Storage Building** at the **MaineDOT Regional Office** in the town of **Bangor**, County of Penobscot, Maine. The Work includes the design, construction, and maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Design-Builder shall be responsible for furnishing all Design, supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

B. Time.

The Design-Builder agrees to complete all Work, except warranty work, on or before **October 28, 2016**. Further, the Department may deduct from moneys otherwise due the Design-Builder, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, November 2014 Edition and related Special Provisions.

C. Price.

The Lump Sum Price shown on the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is _____

\$_____ Performance Bond and Payment Bond each being 100% of the amount of this contract.

D. Contract.

The Contract, which may be amended, modified, or supplemented in writing only through a Contract Modification, consists of the following documents:

1. This Design-Build Contract Agreement;
2. All portions of the Project Requirements, Plans, Standard Specifications, November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement;
3. Performance, payment, warranty, and other bonds;
4. All specifications, manuals, guides, laws and all other documents referenced in any of the above documents;

It is agreed and understood that the Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Design-Builder hereby certifies that to the best of the Design-Builder's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in Contract Documents, including those in Special Provisions and Bid Documents are still complete and accurate as of the date of this Contract Agreement.
2. The Design-Builder knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Design-Builder to sign this Contract Agreement on behalf of the Design-Builder and to legally bind the Design-Builder to the terms of this Contract Agreement.

F. Representations.

The undersigned, having carefully examined the site of work, the Project Requirements, Standard Specifications - Revision of November 2014, Supplemental Specifications, Contract Agreement; and Contract Bonds contained herein for design and construction of: **WIN 21902.00** for the design and construction of a **Storage Building** at the **MaineDOT Regional Office** in the town of **Bangor**, State of Maine, on which proposals will be received until the time specified in the “Notice to Contractors” does hereby propose and offer to enter into the Contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of the Contract and for the lump-sum price herein.

The Design-Builder agrees to perform the work required at the price specified above and in accordance with the terms of the Contract, and to provide the appropriate insurance and bonds if this offer is accepted by the Department in writing.

As Design-Builder also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items”, which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the Standard Specifications, November 2014 Edition, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier’s check, certificate of deposit or U. S. Postal Money Order in the amount given in the “Notice to Contractors”, payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 10 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Project Requirements and complete the Work within the time limits given in the Contract.

Fourth: That the Lump Sum Price shall remain open for thirty (30) Calendar Days after the date of Price Proposal Opening (bid opening).

IN WITNESS WHEREOF, the Design-Builder, for itself, its successors and assigns, hereby execute three duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in this Contract.

DESIGN-BUILDER

Date

Witness

(Name and Title Printed)

Execution by the Department consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David Bernhardt Commissioner

Witness

Design-Build Contract Agreement

CONTRACT AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at 24 Child, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

(Name of the firm bidding the job),
a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at (address of the firm bidding the job)
(Design-Builder).

The Department and the Design-Builder, in consideration of the mutual promises set forth in the Contract Documents, hereby agree as follows:

A. The Work.

The Design-Builder agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **WIN 21902.00** for the design and construction of a **Storage Building** at the **MaineDOT Regional Office** in the town of **Bangor**, County of Penobscot, Maine. The Work includes the design, construction, and maintenance during construction, warranty as provided in the Contract, and other incidental work.

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B. Time.

The Design-Builder agrees to complete all Work, except warranty work, on or before **October 28, 2016**. Further, the Department may deduct from moneys otherwise due the Design-Builder, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, November 2014 Edition and related Special Provisions.

C. Price.

The Lump Sum Price shown on the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is (Place bid here in alphabetical form such as One Hundred and Two dollars and 10 cents)

\$ (repeat bid here in numerical terms, such as \$102.10) Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

The Contract, which may be amended, modified, or supplemented in writing only through a Contract Modification, consists of the following documents:

1. This Design-Build Contract Agreement;
2. All portions of the Project Requirements, Plans, Standard Specifications, November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement;
3. Performance, payment, warranty, and other bonds;
4. All specifications, manuals, guides, laws and all other documents referenced in any of the above documents;

It is agreed and understood that the Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Design-Builder hereby certifies that to the best of the Design-Builder's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in Contract Documents, including those in Special Provisions and Bid Documents are still complete and accurate as of the date of this Contract Agreement.
2. The Design-Builder knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Design-Builder to sign this Contract Agreement on behalf of the Design-Builder and to legally bind the Design-Builder to the terms of this Contract Agreement.

F. Representations.

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As Design-Builder also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, November 2014 Edition, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 10 days of notice of intent to award the contract.

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Fourth: That the Lump Sum Price shall remain open for thirty (30) Calendar Days after the date of Price Proposal Opening (bid opening).

IN WITNESS WHEREOF, the Design-Builder, for itself, its successors and assigns, hereby execute three duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in this Contract.

DESIGN-BUILDER

(Date Here)
Date

(Witness Sign Here)
Witness

(Sign Here)

(Print Name Here)
(Name and Title Printed)

Execution by the Department consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David Bernhardt Commissioner

Witness

BOND # _____

CONTRACT PERFORMANCE BOND
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ **in the State of** _____, as principal,
and.....
a corporation duly organized under the laws of the State of and having a
usual place of business
as Surety, are held and firmly bound unto the Treasurer of the State of Maine in the sum
of _____ **and 00/100 Dollars (\$** _____ **)**,
to be paid said Treasurer of the State of Maine or his successors in office, for which
payment well and truly to be made, Principal and Surety bind themselves, their heirs,
executors and administrators, successors and assigns, jointly and severally by these
presents.

The condition of this obligation is such that if the Principal designated as Contractor in
the Contract to construct Project Number _____ in the Municipality of
_____ promptly and faithfully performs the Contract, then this
obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the State
of Maine.

Signed and sealed this day of, 20.....

WITNESSES:

Signature.....
Print Name Legibly

Signature
Print Name Legibly

SURETY ADDRESS:

.....
.....
.....

TELEPHONE.....

SIGNATURES:

CONTRACTOR:

.....
Print Name Legibly

SURETY:

.....
Print Name Legibly

NAME OF LOCAL AGENCY:

ADDRESS
.....
.....

BOND # _____

CONTRACT PAYMENT BOND
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ **in the State of** _____, as principal,
and.....
a corporation duly organized under the laws of the State of and having a
usual place of business in
as Surety, are held and firmly bound unto the Treasurer of the State of Maine for the use
and benefit of claimants as herein below defined, in the sum of
_____ **and 00/100 Dollars (\$** _____ **)**
for the payment whereof Principal and Surety bind themselves, their heirs, executors and
administrators, successors and assigns, jointly and severally by these presents.

The condition of this obligation is such that if the Principal designated as Contractor in
the Contract to construct Project Number _____ in the Municipality of
_____ promptly satisfies all claims and demands incurred for all
labor and material, used or required by him in connection with the work contemplated by
said Contract, and fully reimburses the obligee for all outlay and expense which the
obligee may incur in making good any default of said Principal, then this obligation shall
be null and void; otherwise it shall remain in full force and effect.

A claimant is defined as one having a direct contract with the Principal or with a
Subcontractor of the Principal for labor, material or both, used or reasonably required for
use in the performance of the contract.

Signed and sealed this day of, 20

WITNESS:

SIGNATURES:

CONTRACTOR:

Signature.....

.....

Print Name Legibly

Print Name Legibly

SURETY:

Signature.....

.....

Print Name Legibly

Print Name Legibly

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

.....

ADDRESS

.....

.....

TELEPHONE

.....

State of Maine
Department of Labor
Bureau of Labor Standards
Wage and Hour Division
Augusta, Maine 04333-0045
Telephone (207) 623-7906

Wage Determination - In accordance with 26 MRSA §1301 et. seq., this is a determination by the Bureau of Labor Standards, of the fair minimum wage rate to be paid laborers and workers employed on the below titled project.

Title of Project -----MaineDOT Regional Office-Storage Building-Bangor

Location of Project --Bangor, Penobscot County

**2016 Fair Minimum Wage Rates
Building 2 (other than 1 & 2 family homes) Penobscot County**

Occupation Title	Minimum Wage	Minimum Benefit	Total	Occupation Title	Minimum Wage	Minimum Benefit	Total
Asbestos/Lead Removal Worker	\$13.00	\$0.62	\$13.62	Insulation Installer	\$19.25	\$2.33	\$21.58
Assembler -- Metal Building	\$13.63	\$3.38	\$17.01	Ironworker -- Reinforcing	\$21.00	\$6.80	\$27.80
Boom Truck (Truck Crane) Operator	\$21.00	\$2.85	\$23.85	Ironworker -- Structural	\$25.00	\$20.52	\$45.52
Bricklayer	\$23.00	\$1.25	\$24.25	Laborers (Incl. Helpers & Tenders)	\$13.50	\$0.40	\$13.90
Bulldozer Operator	\$17.63	\$3.24	\$20.87	Laborer -- Skilled	\$16.15	\$0.85	\$17.00
Carpenter	\$19.00	\$2.17	\$21.17	Loader Operator -- Front End	\$17.21	\$2.66	\$19.87
Carpenter -- Acoustical	\$15.00	\$2.68	\$17.68	Mechanic -- Maintenance	\$20.25	\$2.79	\$23.04
Carpenter -- Rough	\$18.00	\$0.11	\$18.11	Mechanic -- Refrigeration	\$22.50	\$3.80	\$26.30
Cement Mason/Finisher	\$16.75	\$1.51	\$18.26	Millwright	\$23.95	\$19.19	\$43.14
Communication Equipment Installer	\$23.06	\$11.89	\$34.95	Oil/Fuel Burner Servicer & Inst.(licensed)	\$24.22	\$5.94	\$30.16
Concrete Pump Operator	\$24.25	\$5.40	\$29.65	Painter	\$18.00	\$0.00	\$18.00
Crane Operator <15 Tons	\$21.25	\$2.58	\$23.83	Paperhanger	\$17.00	\$3.16	\$20.16
Crane Operator =>15 Tons	\$24.50	\$6.61	\$31.11	Pipe/Steam/Sprinkler Fitter	\$26.25	\$13.84	\$40.09
Crusher Plant Operator	\$15.80	\$3.76	\$19.56	Pipe Layer	\$19.33	\$2.37	\$21.70
Dry-Wall Applicator	\$18.00	\$2.63	\$20.63	Plasterer	\$43.93	\$27.43	\$71.36
Dry-Wall Taper & Finisher	\$20.00	\$0.99	\$20.99	Plumber (Licensed)	\$23.75	\$3.16	\$26.91
Electrician -- Licensed	\$24.63	\$4.65	\$29.28	Plumber Helper/Trainee (Licensed)	\$17.45	\$2.48	\$19.93
Electrician Helper/Cable Puller (Licensed)	\$16.00	\$2.29	\$18.29	Propane & Natural Gas Service & inst.	\$21.00	\$3.87	\$24.87
Elevator Constructor/Installer	\$53.30	\$26.30	\$79.60	Roofer	\$15.00	\$1.15	\$16.15
Excavator Operator	\$19.06	\$2.44	\$21.50	Sheet Metal Worker	\$17.30	\$3.16	\$20.46
Fence Setter	\$15.25	\$1.32	\$16.57	Sider	\$22.75	\$4.33	\$27.08
Flagger	\$16.70	\$7.95	\$24.65	Stone Mason	\$17.80	\$0.00	\$17.80
Floor Layer	\$19.50	\$4.51	\$24.01	Tile Setter	\$21.25	\$4.76	\$26.01
Furniture Installer/Assembler	\$13.75	\$0.85	\$14.60	Truck Driver -- Light	\$15.00	\$0.99	\$15.99
Glazier	\$20.82	\$2.71	\$23.53	Truck Driver -- Medium	\$15.00	\$0.10	\$15.10
Grader/Scraper Operator	\$17.50	\$1.04	\$18.54	Truck Driver -- Heavy	\$14.00	\$0.62	\$14.62
Heating, Ventilation, Air Conditioning	\$23.54	\$5.53	\$29.07	Truck Driver -- Tractor Trailer	\$16.24	\$3.28	\$19.52

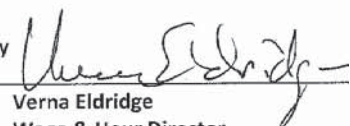
The Laborer classifications include a wide range of work duties. Therefore, if any specific occupation to be employed on this project is not listed in this determination, call the Bureau of Labor Standards at the above number for further clarification.

Welders are classified in the trade to which the welding is incidental.

Apprentices - The minimum wage rate for registered apprentices are those set forth in the standards and policies of the Maine State Apprenticeship and Training Council for approved apprenticeship programs.
Posting of Schedule - Posting of this schedule is required in accordance with 26 MRSA §1301 et. seq., by any contractor holding a State contract for construction valued at \$50,000 or more and any subcontractors to such a contractor.

Appeal - Any person affected by the determination of these rates may appeal to the Commissioner of Labor by filing a written notice with the Commissioner stating the specific grounds of the objection within ten (10) days from the filing of these rates with the Secretary of State.

Determination No: B2-065-2016
Filing Date: June 6, 2016
Expiration Date: 12-31-2016

A true copy
Attest: 
Verna Eldridge
Wage & Hour Director
Bureau of Labor Standards

SPECIAL PROVISION
SECTION 102
Bidding
(Non-curable Bid Defects)

In addition to the existing non-curable Bid Defects specified in the Departments Standard Specification, section 102.11.1 Non-Curable Bid Defects, the Design Builder is required to submit the following document(s):

- 1) Form A: Technical Proposal Certification
- 2) If the Design-Builder is submitting an Alternative Design, then the requirement includes Form B: Alternative Design Form

Form A: Technical Proposal Certification is required by the Design-Build team to certify that their intent is to Design and Build the building as specified in the contract Bid documents.

Form B: Alternative Design Form is required by the Design-Build team that is submitting a bid that does not follow the requirements of the building specified in the contract Bid documents.

Special Provision

Contract Forms

Form A: Technical Proposal Certification Form

(Required to be submitted with Bid)

Form B: Alternative Design Form (AKA AD Form)

(When submitting an Alternative Design, Forms A & B are required to be submitted with Bid)

Form A – Technical Proposal Certification Form

(This form is required to be submitted with Bid)

Bangor – MaineDOT Regional Office – Storage Building Project WIN 21902.00.00

Name of Designer & Design Firm

Name of Builder

By signing below the above Bidder hereby certifies that to the best of the Design-Builder knowledge and belief:

The Design-Build team has read and understands the Contract Documents and is able to produce a design and construct a building that meets or exceeds the specifications contained in these bid documents.

The Design-Build team has received and considered complete copies of all Amendments numbered _____ through _____.

The Design-Build team has read, reviewed and considered all materials and items supplied by the MaineDOT and posted on the MaineDOT website:

<http://www.maine.gov/mdot/contractors/>

The Designer, Builder and other Major Participants and key personnel indicated with the prequalification process will be used on this project.

This Price Proposal (Bid) is responsive.

The Person signing below is legally authorized to do so for both the Designer and Builder.

Name of Proposer (Print)

Signature in Ink

Date

Form B – Alternate Design Form

Bangor – MaineDOT Regional Office – Storage Building

Project WIN 21902.00.00

Form B is required for all **Alternate Designs only**.

When submitting Form B, Form A is also required to be submitted with Bid.

Name of Designer & Design Firm

Name of Builder

Instructions: This form is to be used as a cover letter to accompany the documents required per Section 2.2 Submittal of Alternative Designs. At the time of Bid opening of the price proposals the Design-Building team must submit **Form B: Alternate Design Form** with their Bid package that includes the following:

1. Detailed Description of Alternate Design:

Describe requirements of 1 through 5 of Section 2.2 Submittal of Alternate Designs.

No. of Pages _____

2. Schematic Drawings and Product Details

No. of Pages _____

3. Detailed description of other projects where the AD was used

No. of Pages _____

4. Detailed description of the risk associated with the use of this AD

No. of Pages _____

5. _____

No. of Pages _____

6. _____

No. of Pages _____

7. _____

No. of Pages _____

TOTAL Number of Pages included with submittal

The Person signing below is legally authorized to do so for both the Designer and Builder.

Name of Proposer (Print)

Signature in Ink

Date

NOTICE TO CONTRACTORS - PREFERRED EMPLOYEES

Sec. 1303. Public Works; minimum wage

In the employment of laborers in the construction of public works, including state highways, by the State or by persons contracting for the construction, preference must first be given to citizens of the State who are qualified to perform the work to which the employment relates and, if they can not be obtained in sufficient numbers, then to citizens of the United States. Every contract for public works construction must contain a provision for employing citizens of this State or the United States. The hourly wage and benefit rate paid to laborers employed in the construction of public works, including state highways, may not be less than the fair minimum rate as determined in accordance with section 1308. Any contractor who knowingly and willfully violates this section is subject to a fine of not less than \$250 per employee violation. Each day that any contractor employs a laborer at less than the wage and benefit minimum stipulated in this section constitutes a separate violation of this section. [1997, c. 757, §1 (amd).]

SPECIAL PROVISION

DESIGN-BUILD PROJECT REQUIREMENTS

1. GENERAL INFORMATION

Issuance of Notice to Contractors

This Request for Proposals, issued by the Maine Department of Transportation (the Department) constitutes a request for Design-Builder Teams to submit proposals (bids) to design and build a Storage Building at the Maine Department of Transportation Regional Office on the Hogan Road in Bangor in accordance with the contract documents.

Procurement Process Overview

The Department is requesting that contractors, designers and builders submit proposals (bids) to design and build a storage building in Bangor on the date specified in the Notice to Contractors. Proposers are qualified to submit proposals if they have an engineer of record licensed in Maine and adequate prior experience building. The Proposal shall consist of the following two components: (1) the Technical Proposal Certification and if applicable, the Alternative Design Form and Alternative Design submittals and (2) the Price Proposal (Bid). Pursuant to Title 23, MRSA, Chapter 410, Section 4244, Design-Build Contracting, the Department intends to award a Design-Build Contract to the Design-Builder that submits the Price Proposal (Bid) determined by the Department to be lowest responsive and responsible bid. No determination of best value will be made by the Department. The Department reserves the right to reject any or all Proposals. The Apparent Low Bidder will be the Bidder that submits an apparently responsive Technical Proposal and the lowest apparently responsive Bid. The Successful Bidder will be notified, and then the team shall submit technical design and drawings and other project related information for review and comments. Upon accepted and completed review and comments, the Department will award the contract and then issue a “Release for Construction” notification to the Design-Builder for Construction to commence.

Overall Intent of Contract Documents

The intent of the Contract Documents is to provide for the design, construction, and completion of the Work described in the Contract in conformity with the Contract. The Design-Builder shall furnish all design services, labor, materials, equipment, tools, transportation services, supplies and all incidentals required to complete the Work in accordance with the Contract.

The RFP is the document consisting of the Agreement, Project Requirements, and related Special Provisions that is distributed to prequalified Proposers for the purposes of transmitting project information to the Proposers, setting forth procedures to be used during the Proposal preparation period, specifying Proposal submittals, establishing the Proposal evaluation process, and specifying procedures and pre-award submittal requirements for award and execution of the Contract.

The Proposal is the submittal by the Design-Builder (then designated a “Proposer”) in response to the RFP. The Proposal represents the offer by the Design-Builder to perform the Work in accordance with the Contract, and the component of its Proposal known as the Technical Proposal; and for the price submitted in the component of its Proposal known as the Price Proposal. The Proposal is a Contract Document to the extent that it meets or exceeds the requirements of the other Contract Documents. In other words, if the Proposal includes statements that can reasonably be interpreted as offers to provide higher quality items than otherwise required by the Contract or to perform services in addition to those otherwise required, or otherwise contain terms which are more advantageous to the Department than the requirements of the other Contract Documents, the Department obligations hereunder shall include compliance with all such statements, offers and terms. This offer is accepted by the Department upon award of the Contract.

The Contract is the written agreement setting forth the respective rights and obligations of the Department and the Design-Builder from execution of the Contract until the performance of all warranty obligations set forth in the Contract.

2. PROPOSAL SUBMISSION REQUIREMENTS

The Bidder must Deliver its Price Proposal Package (Bid), Technical Proposal Package and Bid Guaranty in a sealed envelope to the exact location and before the precise time (as determined by the Department) specified in the Notice to Contractors or any applicable Bid Amendment. The Price Proposal Package (Bid), Technical Proposal Package and Bid Guaranty must be signed by duly authorized individuals. The sealed envelope must be labeled with the Bidder's name, the Project location, WIN, and the words “Bid Enclosed”.

Design-Build team shall provide responses to all information requested in this Special Provision. Failure to respond or failure to provide requested information may result in a determination by the Department, in its sole discretion, that a Proposal (Bid) is non-responsive. The Department shall have no obligation to compensate any unsuccessful Design-Build for its efforts in preparing a Price Proposal Package (Bid).

Technical & Price Proposal (Bid) Package Content Requirements

As a minimum, the Bidder will submit a Proposal package consisting of two sealed envelopes. The Proposal Packages shall be submitted on the forms supplied by the Department or copy thereof and must include:

Envelope 1, the Price Proposal Package (Bid) containing

1. the completed Schedule of Items and
2. two copies of the completed Agreement, Offer, & Award form,
3. a Bid Bond or Bid Guaranty

Envelop 2, the Technical Proposal Package containing

1. the Notice to Contractors,
2. the completed Acknowledgement of Bid Amendments form,
3. the Technical Proposal including
 - 3.1. the completed Form A - Technical Proposal Certification Form or
 - 3.2. a completed Form A - Technical Proposal Certification Form and Form B – Alternate Design Form and Alternative Design submittals and
4. the completed Contractor Information Sheet
5. any other Certifications or Bid Requirements listed in the Bid Book.

Price Proposal (Bid)

The Bidder must submit the Price Proposal Package in a sealed envelope. The Price Proposal Package (Bid) consists of a completed Schedule of Items and two copies of a signed Contract, Agreement, Offer and Award.

Technical Proposal

The Bidder must submit a Technical Proposal Package which consists of a completed Form A - Technical Proposal Certification Form or a completed Form A - Technical Proposal Certification Form and Form B – Alternate Design Form and Alternative Design submittals.

Alternative Designs (AD)

The Department will consider AD's submitted by the Design-Builder in accordance with the process set forth in Section 2. Design-Builders shall identify and submit the AD Form (Form B - Alternative Design Form) and package with their Technical Proposal at the time and on the day stated in the Notice to Contractors. The Department will use the AD review process described in Section 2 to provide Design-Builders with the opportunity to propose changes to the Project Requirements that are equal or better in quality or effect as determined by the Department in its sole discretion.

Submission of Proposals and Package Labels

If using any kind of Delivery Service, the Delivery envelope shall be capable of being sealed and large enough to contain two sealed envelopes: (1) the sealed Price Proposal Package (bid) envelope and (2) the Technical Proposal Package, such that the Delivery envelope can be opened without opening either the actual Proposal Package (bid) envelope or the Technical Proposal Package envelope and clearly marked as follows:

All Proposals shall be provided in double (two envelopes inside a single larger envelope) envelopes, for security and other reasons.

The Price Proposal Package *Inner Envelope* shall have the following information provided on it:

Bid Enclosed - Do Not Open

WIN: 21902.00

Town: Bangor

Date of Bid Opening:

Name of Contractor with mailing address and telephone number

The Technical Proposal Package *Inner Envelope* shall have the following information provided on it:

Technical Proposal - Do Not Open
WIN: 21902.00
Town: Bangor
Date of Bid Opening:
Name of Contractor with mailing address and telephone number

In Addition to the usual address information, the *Outer Envelope* should have written or typed on it:

Double Envelope: Bid Enclosed
WIN: 21902.00
Town: Bangor
Date of Bid Opening:
Name of Contractor:

If a paper Bid is to be hand carried, deliver directly to the Reception Desk using the “Public Entrance” which is located on the Capitol Street side of the DOT Headquarters Building in Augusta.
<http://www.maine.gov/mdot/mainedotdirections.htm>.

Submittal of Alternative Designs (AD)

The Department will not review or accept AD’s prior to the Bid Opening. At the time of Bid opening of the price proposals the Design-Building team must submit the AD’s form and include a package that shall include the following:

1. Description: A detailed description and schematic drawings of the configuration of the AD or other appropriate descriptive information (including, if appropriate, product details;
2. Usage: Where and how the AD would be used on the Project;
3. Deviations: References to requirements of the Contract documents that are inconsistent with the proposed AD, an explanation of the nature of the deviations from said requirements, and a request for Approval of such deviations;
4. Analysis: An analysis justifying use of the AD and why the deviations from the requirements of the contract documents should be allowed;
5. Impacts: Discussion of potential impacts on vehicular and pedestrian traffic, environmental impacts identified on appropriate environmental documents, safety and life-cycle Project impacts, and infrastructure costs (including impacts on the cost of repair and maintenance);
6. History: A detailed description of other projects where the AD has been used, the success of such usage, and names and telephone numbers of project owners that can confirm such statements; and
7. Risks: A description of added risks to the Department and other Persons associated with implementing the AD.

Departments Review of Alternative Designs (AD)

The Department will review the AD submitted. If an AD is summarily approved or not approved, the Department's comments will inform the Design-Builder that its technical concept appears to be generally acceptable or if is not acceptable. If the Department needs more information to determine whether or not the AD will be approved or not approved, the Department may submit written questions to the Design-Builder and/or request a one-on-one meeting in order to better understand the details of the AD. The Department may conditionally approve an AD based on required revisions to a portion or portions of the AD.

The Department will make one of the following determinations with respect to a reviewed AD:

1. The AD is approved.
2. The AD is not approved.
3. The AD is not approved in its present form, but is approved subject to satisfaction, in the Department's sole judgment, of specified conditions.
4. The submittal does not qualify as an AD, but may be included in the Technical Proposal without an AD (i.e., the concept complies with the Contract Documents requirements).
5. Decision on the AD is pending receipt of additional information and/or one-on-one meeting.

Approval of an AD will constitute a change in the specific requirements of the Contract Documents associated with the approved AD. Should the Design-Builder be unable to obtain required approvals for any AD incorporated into the Contract Documents, or if the concept otherwise proves to be infeasible, the Design-Builder will be required to conform to the original RFP requirements. Each Design-Builder, by submittal of its AD and Bid, acknowledges that the opportunity to submit AD's was offered to all Design-Builders, and waives any right to object to the Department's determinations regarding acceptability of AD's.

Procurement Schedule

Though subject to change, the Department anticipates following the contracting schedule below. Proposers are cautioned that this schedule is subject to change and the Proposer should not rely upon it to determine, for example, when actual construction may commence.

Milestone	Date
MaineDOT Advertises Project for Questions and Comments	June 15, 2016
Deadline for Bidders to Submit Questions (RFI's)	July 1 at 12:00 PM EDT
MaineDOT Issues Response to Questions via Addendum	July 5 at 12:00 PM EDT
Bid Opening of Request for Proposals	July 6, 2016
MaineDOT Issues Notice of Proposal Responsiveness to Apparent low Bidder	July 11, 2016
Design – Builder Submits Technical Design Package	July 25, 2016
MaineDOT Reviews and Comments and Responds to Technical Design Package	August 8, 2016
MaineDOT Awards Contract	To be Determined
MaineDOT Releases plans for Construction	To be Determined
Design-Builder Begins Construction (approximately)	To be Determined
Design-Builder Completes Construction	October 28, 2016

If any dates are changed, the Department will notify the bidders in advance by a bid addendum (pre-bid) and a contract modification (post-bid). In the event that a time period provided the bid documents falls on a Holiday, Saturday, or Sunday, the party required to act within said time period shall be considered in compliance with said time period provided said party acts as required on the next Departmental business day thereafter.

The Apparent Low Bidder will be the Bidder that submits a responsive Technical Proposal and the lowest apparently responsive Bid, as determined by the Department. No determination of best value will be made by the Department.

Proposals will be opened and publicly read at the time and place specified in the Notice to Contractors or any applicable Bid Amendments. The Department will read only the names of the Bidders. No other information will be made available prior to evaluation and award notification. Unit and lump sum prices are available for inspection by the Bidders immediately after Award. All Proposals shall be sequestered until notification of award by the contracting agency after which time they become public record.

The public reading of a Proposal does not constitute a determination by the Department of whether the Proposal is responsive or of whether the Bidder is responsible, though the Department may refuse to read Proposals that are obviously non-responsive. Accordingly, the Department may reject a Proposal as non-responsive and/or determine a Bidder is not responsible or ineligible to Bid even if that Bidder's Proposal is read at Bid Opening.

3. TECHNICAL AND DESIGN REQUIREMENTS

Project Goals

The Department's primary goals for the Project include the following:

1. To deliver a cost effective Project;
2. To design and construct a safe, durable, appropriately sized, and low maintenance Building, and
3. To minimize impacts to the MaineDOT employees working onsite, local residences, local communities, and emergency services during construction.

Design Scope

The Design-Build Price Proposal (Bid) shall include the cost of design, construction and other incidentals as part of the Cold Storage Building in Bangor as per Special Provision Section 815 Buildings.

Technical Design Package

The Technical Design Package includes all Design Plans, Notes and Computations generated by the Design-Builder during preparation to build the Project.

Design

The Apparent Low Bidder, when notified in writing, shall submit their Technical Design Package, by the time specified in the Procurement Schedule.

Design Plans, Notes and Computations generated by the Design-Builder during preparation shall become the property of the Department and be submitted to the Department with the Technical Design.

The plans, design and computations shall be sealed by a Maine Licensed Professional Engineer. The Design-Builder shall prepare computer generated design plans for the Department to review. The Plans, when applicable, shall be include:

- 1) Title sheet
- 2) Key Plan and Index
- 3) Quantity Estimates
- 4) Building floor plans, elevations and typical sections
- 5) Framing, roof and truss plans
- 6) Foundation plans and typical sections
- 7) General Layout and Geometry
- 8) General notes
- 9) Any additional plans, cross-sections, details, standard details, or drawings, the Design-Builder or Department feels is necessary to convey how the proposed design satisfies the Project requirements.

Design Notes and Computations

Design notes and calculations, which shall be recorded on 8-1/2" x 11" computation sheets, appropriately titled, numbered, dated, indexed and signed by the designer and checker. Computer output forms and other oversized sheets shall be folded or legibly reduced for submittal to 8-1/2" x 11" size. The data shall be bound in a hard back folder for submittal to the Department along with an electronic copy on Adobe Acrobat format, and shall include the following data:

- 1) All field survey notes and computations
- 2) Primary and Secondary Survey Control used for Design and Construction
- 3) All Structural and Foundation Design and independent design check computations
- 4) Foundation report and geotechnical analysis and-or assumptions
- 5) Structural load data
- 6) Computation of quantities
- 7) Documentation of decisions reached resulting from meetings, telephone conversations, site visits or other.

Construction Schedule

Provide the Schedule for answering remaining design comments and construction of the Project.

Contract Time

All Work, excluding warranty work, required by the Contract must be complete by no later than the date specified in Special Provision, Section 107, Contract Time. Liquidated Damages will be assessed in accordance with Section 107 of the Standard Specifications for each Calendar Day that the Work is extended beyond the Completion Date.

If an earlier Completion Date is identified in the Proposal and accepted by the Department, then the earlier Completion Date shall become the baseline Completion Date and shall be incorporated into the Design-Build Contract Agreement and used to calculate Liquidated Damages.

Technical Design Documents

All design documents included in this Project shall meet the requirements, Specifications and code requirements of MaineDOT, Municipal Codes and applicable Industry Standards.

Technical Design Submittals and Reviews

The Technical Design Package shall be submitted to the MaineDOT within two weeks of the Notice of Proposal Responsiveness to the Apparent Low Bidder in accordance with the Procurement Schedule and the Department will review all design submittals and respond with comments in accordance with the Procurement Schedule. Upon completion of the day review period the Department may; 1) Notify the Design-Builder in writing that the Department considers all documentation is present and release the plan for construction with comments **or** 2) if the Department considers that all required documentation is **not** included, the Design-Builder will be asked to supply the necessary information with 7 days of notification, and upon submittal of the requested information, another 7 day review periods begins for the Department. If the Departments review the Technical Design Package and sends written comment(s) to the Design-Builder, the Design-Builder is then responsible for incorporating the comments into the design documents before the plans are released for construction.

Re-submittal Process

As a result of the Technical Design Package review, the Department will notify the Design-Builder that a re-submittal is required. Each re-submittal shall address all comments from the prior review. In the event of a required re-submittal, the Department will then have an additional 7 days to review the re-submittal.

If the Department and the Design-Builder require more than the submittal and review periods scheduled in the Procurement Schedule, the Completion Date of the project will not be revised. The Design-Builder shall not be entitled to any additional compensation or time extensions due to a re-submittal request by the Department.

Release for Construction (RFC)

Upon a review of all the plans and design documents, the Department will notify the Design-Builder that the review of the Technical Design Package has been complete, with or without comments, and if a re-submittal is not required, the final design may be released for Construction.

The Design-Builder is responsible for releasing the plans to the field personnel and is responsible to ensure that there is a tracking mechanism in place so that all parties, field and office, have the latest updated set of plans.

The Design-Builder shall submit a final set of design documents that is inclusive of early contract provisions, drawings, design and check computations and comments and shall supersede all previously submitted packages.

Design Changes

The Department or the Design-Builder may initiate changes to the design after a design package has been released for construction. If such design changes are at the sole option of the Design-Builder and they are not scope changes, they shall not be cause for additional time or compensation.

Design changes to segments or plans that have been RFC or to the final plans shall be approved in writing by the designer responsible for the original design or by a Maine Licensed Professional Engineer of equal or greater experience than the original designer, if the original designer is no longer available. The changes shall be tracked and documented accordingly. The Department shall be given adequate time for a review of RFC plans to comment on these changes before any implementation of any Design Change(s). The review time required will coincide with the complexity of the Design Change(s).

All plans, special provisions and calculations prepared for design changes shall be sealed, signed and dated by a Maine Licensed Professional Engineer who possesses the requirements stated within this special provision.

The Department reserves the right to review and approve all design changes. Once plans have been Release for Construction, only those Design Changes that have been approved may be implemented into the construction of the building.

The Department reserves the right to request Design Changes to this project. All revisions and Design Changes requested after RFC, shall be documented through a Contract Modification as per Standard Specifications, Section 109-Changes.

4. **ADMINISTRATION**

Insurance

This Project will require Owner's and Design-Builder's Protective Liability Insurance in accordance with the amounts specified in Subsection 110.3.5 of the Maine Department of Transportation Standard Specifications.

Insurance certificates of the General Contractor and a copy of the Professional Liability Insurance certificate of the Professional Engineer shall be submitted prior to Contract Execution.

Administration and Coordination

The Design-Builder shall, at a minimum, provide project administrative coordination during the design phase, prior to any construction activity and during construction. Such coordination shall include the coordination of design, all onsite and offsite construction disciplines and the Department.

Project Administration – Status Reporting

The Design-Builder shall, at a minimum, provide project administrative coordination during the design phase and prior to any construction activity. Such coordination shall include the coordination of design, construction disciplines and the Department. During the course of the project, the successful Proposer shall submit to the MaineDOT Project Manager a Bi-Weekly Project Status Report of the accomplishments from the preceding week. The Status Report shall be used to keep the Project Manager informed about the status of the Project and any related issues. Information will include:

- A written statement describing the work accomplished during the period and to date.
- An update to the Construction Schedule and potential issues and delays
- A time estimate of the effort to complete the specified services and task
- Any information pertaining all design revisions
- Contract modifications to date and any anticipated contract modifications
- The plan to remedy and address any non-conforming or unacceptable work
- Provide information related to any changes in key personnel.

Geotechnical Design and Construction

If the Design-Builder's Technical Proposal includes structural materials or elements for which there are no design, fabrication, and/or construction requirements found in construction industry and applicable standards, then the Design-Builder shall submit appropriate documentation approved by the proprietor, designer, etc. for the design, fabrication, and construction requirements to the Department.

Erosion and Sedimentation Control Requirement

The Design-Builder shall provide continuous and effective soil erosion and water pollution control in compliance with Section 656 – Temporary Soil Erosion and Water Pollution Control of the Standard Specifications, and the latest version of the Supplemental Specification (Repair Spec). In addition, the Design-Builder shall comply with Special Provision 656.

5. UTILITIES

General Design-Builder Responsibilities

The Technical Design Package shall address the manner in which utilities will be maintained and/or temporarily or permanently relocated. The Design-Builder is required to coordinate all utility relocations required as part of the Project in accordance with the Maine Department of Transportation Standard Specifications, Maine Department of Transportation Utility Accommodation Policy (17-229 CMR Chapter 210), Title 23 MRSA § 154, and Title 23 CFR § 645.

Verification of the Location of Existing Utilities

The Design-Builder bears full responsibility for verifying, at its own expense, the existence, exact location, and size of any utility to be relocated or otherwise impacted on either a temporary or permanent basis for the Project. If a surface inspection of the area shows the existence of, or gives the Design-Builder cause to suspect the existence of, any previously unidentified utilities, or the Design-Builder otherwise has cause to suspect that other previously unidentified utilities exist, then Design-Builder shall undertake all appropriate investigations by contacting Utility Owners and conducting field investigations at the expense of the utilities as necessary to verify the existence, location, and size of such utilities.

6. PROJECT COMPLETION AND WARRANTY

Warranty

The Design-Builder unconditionally warrants and guarantees that the project will be free from warranty defects for one year from the date of Physical Work Complete. If the Department discovers any warranty defects during the warranty period, the Design-Builder agrees to promptly perform all remedial work at no additional cost or liability to the Department.

The Design-Builder hereby assigns to the Department the right to enforce all manufacturer's warranties or guarantees on all materials, equipment or products purchased for the work that exceed the nature or duration of the warranty obligations assumed by the Contractor under this Contract.

SPECIAL PROVISIONS

SPECIAL PROVISION SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES

104.3.8A. Federal Wage Rates and Labor Laws Delete the entire section 104.3.8A.

104.3.8B State Wage Rates and Labor Laws The State wage rates enclosed apply to this project.

SPECIAL PROVISION
SECTION 107
Time
(Contract Time)

The Contractor will be allowed to commence work anytime provided that all required plans/submittals have been received and approved by the Department.

The specified Contract Completion Date is **October 28, 2016**.

Completion of Physical Work occurs when the Work is complete and has undergone a successful final inspection. Liquidated Damages will cease upon the physical completion of the Work. The Contractor shall deliver the Materials Certification, as applicable, to the Department within 30 Days of the date of the notification that the Physical Work is Complete. Within 75 Days of the receipt of these documents, the Department will advise the Contractor in writing of the Final Quantities and any damages to be assessed for the Project. The Contractor shall resolve any Project issues that remain and provide the All Bills Paid and Request for Final Payment Letters to the Department within 30 Days. Completion occurs when the Contractor has finished all Work pursuant to the Contract, including Delivery and acceptance of all Documentation. Completion does not mean substantial Completion. The Department will make Final Payment, including the release of all remaining retainage following Completion, when the Work is complete and has undergone a successful final inspection and all documentation is complete.

SPECIAL PROVISION
SECTION 108 Payment Schedule

This Section contains general provisions related to payment including measurement of quantities, progress payment(s), retainage, the right to withhold payment, and other payment-related terms.

108.1 PAYMENT

108.1.1 Lump Sum Price.

Payment for all Work associated with this contract shall be paid as a Lump Sum Price as shown on the Design-Build Contract Agreement.

108.1.2 Scope of Payment.

Payments to the Design-builder shall be full compensation for the design, fabrication, materials, equipment, labor, construction and overall project management for performing all work under this contract in a complete and acceptable manner and for all risk, loss, damage, or expense of any kind arising from the nature or execution of the Work. The Contractor shall pay all taxes, charges, fees, and allowances. The Department may require that the Contractor submit backup documentation including copies of receipts, invoices, and itemized payments to Subcontractors.

The Department may withhold payments claimed by the Contractor on account of:

- A. Incomplete, Inaccurate or Incorrect Invoices,
- B. Defective Work or non-conforming Work,
- C. Damages for Non-conforming, Defective or Unauthorized Work or Equipment,
- D. Damage to a third party,
- E. Claims filed or reasonable evidence indicating probable filing of claims,
- F. Failure of the Contractor to make payments to Subcontractors or for Materials or labor,
- G. Regulatory non-compliance or enforcement,
- H. Failure to submit Documentation
- I. Failure to provide the Department the opportunity to inspect the Work
- J. Substantial evidence that the Project cannot be completed for the unpaid balance,
- K. Substantial evidence that the amount due the Department will exceed the unpaid balance

108.1.3 Payout Schedule.

The Department will pay ten percent (10%) of the value of the contract upon award of the contract. Subsequent Progress payments, exclusive of retainage and Final Payment, will occur upon submission of invoices by the Design-Builder. The value of the invoice shall concur with the value of the work perform, as determined by the Department.

No payment shall be made when, in the judgment of the Department, the Work is not proceeding in accordance with the provisions of the Contract or when the total value of the Work done since the last estimate amounts to less than \$5,000 dollars.

108.1.4 Submission of Invoices

The Department will make payments based upon approved complete and correct invoices for accepted Work invoiced. No such payment will be made if, in the judgment of the Department, the Work is not in accordance with the provisions of the Contract.

At a minimum, invoices shall include the following information:

1. Contractor name, address & Contract Number
2. Invoice Date & Number
3. Dates of Service
4. Description and Location of Service
5. Quantities at the Prices contained in the Contractor's Bid
6. Percent complete of each Item priced at the Unit cost for each Item at the Unit Prices contained in the Contractor's Bid
7. Extra Work agreed to by written Contract Modification
8. Total amount due

108.2 Retainage.

The Department will pay one hundred percent (100%) of each approved Progress Payment until the Work is approximately fifty percent (50%) complete. Thereafter, the Department will deduct five percent (5%) of the amount of each Progress Payment as retainage.

The Department may hold, temporarily or permanently, retainage as needed to reflect amounts due to the Department under the Contract and to assure timely Completion of the Work in Conformity with the Contract. The Department may also disburse retainage to Subcontractors pursuant to 23 MRSA §52-A(2). For a related provision, see Subsection 104.5.6 – Subcontractors Claims for Payment

108.3 Final Payment.

The Department will make final payment to the Design-Builder upon final inspection and acceptance of all work related to the contract. The Department may require the Design-Builder to provide information necessary to substantiate quantities. Documents required

of the Design-Builder by the Department for final acceptance of the Project. These documents are: Letter “All Bills Paid”, Request for Final Payment, Certificate of Materials, Agreement with Final Quantities and as-built drawings stamped by the Design-Builder’s Engineer. The Department reserves the right to add to this list of required closeout documentation.

The Acceptance by the Design-Builder of the final payment, as evidenced by cashing of the final payment check, constitutes a release to the Department from all claims and liability under the Contract. Upon Final Acceptance, the Design-Builder is released from further obligation, except for warranty obligations provided for in this Contract.

SPECIAL PROVISION
SECTION 815
Buildings

Description The work shall consist of the furnishing and construction of a pre-engineered wood framed with steel siding and roofing Storage Building at the Maine Department of Transportation Regional Office on Hogan Road in Bangor in accordance with these contract documents.

The MaineDOT will accept a non-pre-engineered building designed by an engineer as long as: **1.** He or she is registered as a P.E. in Maine. **2.** They are knowledgeable in BOCA and Maine building codes. **3.** Must design the building to the requirements and specifications set forth in this contract book.

Base Materials the Department will have a gravel pad in place prior to the Contractor beginning construction. It shall be compacted and graded with in 2” of final grade. The Contractor will be responsible for the final fine grading and compaction.

Construction The Department will provide the Contractor with horizontal and vertical control and conceptual slab layout. The Contractor shall provide the additional layout necessary to complete the Work.

All work shall meet the requirements of governmental agencies having jurisdiction and comply with applicable standards and codes. The Contractor shall submit two (2) copies of the cold storage building plans and specifications to Department prior to award.

The roof shall be (Dark Green) and siding shall be (Patina Green). If there are multiple greens to choose from then the color shall be selected by Department from the manufacturer's standard colors.

If the surface upon which the concrete slab structure is to rest is disturbed, it shall be re-graded and re-compacted to the extent directed by the Resident.

Placing of gravel borrow used for bedding (If engineered for special bedding) for the footings shall meet the requirements of Standard Specification, Section 206, Structural Excavation.

Variations from Materials Specified Whenever and wherever items have been identified by describing a proprietary product, such identification is intended to be descriptive, but not restrictive, and is used to indicate the quality and characteristics of products that are

satisfactory. Bids shall be considered as offering the item specified in the Invitation for Bid. The Department will consider all alternates submitted by the Contractor, but are not bound to accept any which, in its opinion, is not in the Department's best interest and are determined by the Department to be of equal value in all material respects to the proprietary items specified. The evaluation of and determination as to equality of the product offered shall be the responsibility of the Department and will be based on information furnished by the Contractor, as well as information reasonably available to the purchasing activity.

Quality and Standards Materials and manufactured products incorporated into the work shall be new unless otherwise specified, free from defect, and in conformity with the contract. When material is fabricated or treated with another material or where any combination of materials is assembled to form a finished product, any or all of which are covered by specifications, the Department may reject the finished product if any of the components do not comply with the specifications. The Department may reject materials not conforming to the Specifications at any time, and the Contractor shall remove them immediately from the project site unless otherwise instructed by the Department. The Contractor shall not store or use rejected materials on any Department project.

If there is no applicable standard set forth in this contract for particular Work, then the Contractor shall perform that Work in accordance with industry standards prevailing at the time of bid. If the Department determines that Work is non-conforming, the Contractor shall remove, replace, or otherwise correct all unacceptable work as directed by the Department at the expense of the Contractor, without cost or liability to the Department.

Submittals **The Contractor shall submit manufacturers' specifications, product data, installation instructions and two (2) copies of the engineered stamped plans for the cold storage building to Department prior to award.** The Contractor shall not be relieved of responsibility for any deviation from the requirements of the specifications unless the Contractor has specifically informed the owner in writing of such deviation at the time of submission and the owner has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions. No portion of the work shall be commenced until the Department has approved the submittal.

Delivery, Storage, and Handling

- Store materials off the ground and protected from the weather.
- Deliver products in manufacturers' original containers, dry, undamaged, with seals and labels intact.

Installation

- Installation, handling and storage of all materials shall comply with manufacturer's instructions and recommendations.

- The Contractor shall make provisions to allow safe access to the work for the Department in order to inspect the work, facilitate ongoing inspection of the work and to measure the work for payment purposes.
- Complete installation to provide weather tight service.
- Completed installation for the roof and walls shall conform, to all applicable National, State and local codes

Contractor's Safety Program If a copy of the Contractor's Safety Plan is not on file with the Department, the Contractor must submit an acceptable Contractor's Safety Plan to the Department's Bureau of Maintenance & Operations Section prior to Contract award. If copy of the Contractor's Safety Plan is on file with the Department's Bureau of Maintenance & Operation's, the Contractor must confirm, in writing, that the plan on file is still applicable prior to Contract award. The Contractor shall designate which portions such submissions it considers confidential business information. If such program is revised during the Contract Time, the Contractor shall provide the updated program to the Department. The Contractor shall comply with its safety program and the Standard Specifications. The Contractor shall be responsible for all claims or damages arising from failure to so comply and indemnifies and holds harmless the Department from all claims and damages arising from such non-compliance.

The Contractor shall be responsible for the safety of all operations in connection with the Contract and shall take all necessary actions to ensure the safety of all persons who may be in, on or adjacent to the Site. The Contractor shall perform Work in a manner that is in compliance with the Contractor's Plan, an applicable OSHA requirements, and established safety practices.

Failure by the Contractor to comply with the Contractor's Plan or an applicable OSHA requirement or to follow all established safety practices pertaining to the work being performed, will result in the immediate suspension of Work on the entire project until all unsafe practices are corrected and comply with the applicable requirements, standard or practice.

Environmental Requirements and Waste Materials All waste materials shall be removed and disposed of in accordance with all federal, state, and local laws.

All materials removed from the site shall be the property of the Contractor. Sale of these materials on site, and removal by persons other than the Contractor or his personnel, shall be at the risk of the Contractor. Once the contract is signed, responsibility for the safety of the public within the confines of the project shall be the responsibility of the Contractor. The Contractor shall be responsible for any and all materials dropped from his trucks distant from the project. The Contractor shall make his own arrangement for disposal of materials taken from the site, and there will be no burning of materials on or adjacent to the site.

Permits, Fees, and Notices The Department will attain all permits and other permissions that are necessary, appropriate and legally required to perform the work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Department, he shall assume full responsibility therefore and shall bear all cost attributable thereto.

Closeout Procedures The Contractor shall make final changeover of permanent locks and deliver keys to Department, and complete final cleaning requirements, including touchup painting, touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects,.

Final Cleaning the Contractor shall clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program and comply with manufacturer's written instructions.

1. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
2. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
3. Remove tools, construction equipment, machinery, and surplus material from Project site.
4. Remove snow and ice to provide safe access to building.
5. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
6. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
7. Sweep concrete floors broom clean in unoccupied spaces.
8. Remove labels that are not permanent.
9. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
10. Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
11. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
12. Replace parts subject to unusual operating conditions.

General Requirements the Contractor/Designer shall incorporate the general requirements into their design and materials list.

1. Building shall be wood framed with steel roofing and siding. There shall be no obstructions within the floor area.
2. Concrete foundation (Alaskan Slab) to include a placed 8"x 8" curb wall (no Blocks).
3. Slab underdrain to be terminated at the location determined on the site plan.
4. The concrete slab shall be constructed with re-steel or wire mesh.
5. The concrete slab will be sloped (1/4" per foot) 4-6 feet from the outside edge at all garage door openings so that water runs out of the building.
6. Walls heights to be 12' including the 8" concrete curb wall
7. All sill plate(s) shall be constructed with pressure treated lumber.
8. The gable ends shall be on the 40' wide ends
9. The roof shall have a 5:12 pitch or greater.
10. Roof and walls to be sheathed with (Advantech only)
11. Roof to include vapor barrier. The eaves/soffits shall have white vinyl soffit vents as needed and determined by the Engineer of the pre-engineered building.
12. The garage doors shall be a commercial grade with struts. The color shall be white with no windows. The garage door opener shall be a commercial grade opener. 3" tracks, 3" long stem ball bearing rollers, Torsion springs will be helically wound with oil-tempered wire, Minimum insulation value of R15, Insulation type will be foamed in place CFC free Polyurethane core, minimum of 26 gauge exterior and interior steel skin sections, heavy duty adjustable top roller brackets Section joints will be tongue and groove, Commercial grade door and attaching hardware
13. The steel siding and roofing shall be attached by stainless steel screws.
14. The steel roofing shall be a minimum of a 27 gauge (Forest Green) exposed fastener roofing and siding shall be a minimum 27 gauge (Patina Green) exposed fastener siding.
15. The Contractor will be responsible for providing a paved apron in front of the new buildings foundation to the existing paved parking lot (approximately 10'w x 84') and a paved (4'x40') walkway on the east end of the building.(see building plan)
16. All (6) personal entry doors are to be 36"x80" fiberglass with PVC frames with no glass, including door closures, stainless steel hardware and with a Schlage BE365 V CAM 619 (Function: Keypad Deadbolt Style: Camelot; Finish is: Satin Nickel locks); except Room 3 which will have a keyed entry door lever and a separate keyed deadbolt (both units keyed alike) with 10 extra keys.
17. All Interior lighting is to be ceiling mounted LED Fixtures providing adequate lighting for each room and approved by the Department. Each room is to have its own light Switches to control the lighting within that space.
18. A minimum of 6 exterior LED lights with photo-eyes are to be provided on the exterior walls, locations TBD and approved by the Department.

19. All rooms are to be provided with adequate outlets(approved by DOT) as well meet all national and local Electrical codes. A total of (4) outside outlets are to be provided on the front of the building. Department to review the Contractor's plans for expectance and location of the # of outlets.
20. Contractor will be required to excavate, supply, install, backfill, and compact per national electrical code up to 250' of schedule 80, 2" conduit, with the appropriate wire size for the application, from the new buildings load center to a power pole designated on the site plan. The Department will provide a termination at a pole for the Contractors to connect to.
21. Rooms 1, 2, and 3's interior walls shall be framed with a min of a 2"x6" stud and all walls and ceilings are to be insulated and sheathed with ½" CDX plywood, no painting is required. Rooms 1, 2 & 3's exposed exterior walls are to be sheathed with ½" CDX plywood to cover all exposed insulation. Rooms 4 and 6's interior walls and ceilings are to be sheathed with ½" CDX plywood, no insulation and painting is required.
22. Rooms 1, 2 and 3 shall be provided with one ceiling'/wall mounted electric heater with an adjustable thermostat /fan, rated to the size of the room in which it is to be located.
23. The Contractor shall supply their own toilet, water and electricity.

Closeout Documentation The following documents shall be added to the required list of closeout documentation:

- Project Record Drawings
- Warranties
- Maintenance & Operations Manual

The Contractor shall prepare and submit Project Record Documents, operation and maintenance manuals, and similar final record information.

Warranty The Contractor shall guarantee work from the date of Final Acceptance by the Department. The Physical Work must be Complete and in Conformity with the Contract and the Closeout Documentation, exclusive of the All Bills Paid and Request for Final Payment Letters, in order for the Department to finally "accept" the Project. The Contractor unconditionally warrants and guarantees to the owner that all work will be of Good quality, free from faults and defects and in conformance with the specification. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If the Department discovers any warranty defects during the warranty period, the Contractor agrees to perform all remedial work, at no additional cost or liability to the Department. Remedial Work will be completed within two weeks unless a more

immediate response is required for safety or convenience, as determined by the Department. The Contractor shall provide a warranty as listed below.

20 YEARS The Contractor will at no cost to the Department do the following:

1. The Contractor shall replace or paint any steel siding and roofing that exhibits peeling or flaking.
2. Repair or replace any preservative-treated lumber if it fails due to fungal decay or insect attack.

10 YEARS The Contractor will at no cost to the Department do the following:

1. Repair or replace any structural framework, exterior metal roof and siding, trim, windows, and doors if directly damaged by snow loads.
2. Replace or paint any steel siding or roofing that exhibits any rust.
3. The Contractor will replace or fix any materials that are deemed substandard or caused by poor workmanship.

5 YEARS The Contractor will at no cost to the Department do the following:

1. Repair any and all leaks.
2. Repair or replace any structural framework, exterior metal roof and siding, trim, windows, and doors if directly damaged by wind loads.

The Contractor agrees that the warranty obligations provided by this Contract shall be reported as an outstanding obligation in the event of bankruptcy, dissolution, or the sale, merger, or cessation of operations of the Contractor.

Method of Measurement the Cold Pre-engineered Storage Buildings will be measured for payment as one lump sum, complete in place and accepted.

Basis of Payment The Cold Storage Building will be paid for at the contract lump sum price, complete and accepted which shall be full compensation for the work indicated on the plans and as called for in the contract, including re-grading gravel, concrete slab, labor, equipment and materials for building construction, engineering and other contract related incidentals necessary to complete the work.

Payment will be made under:

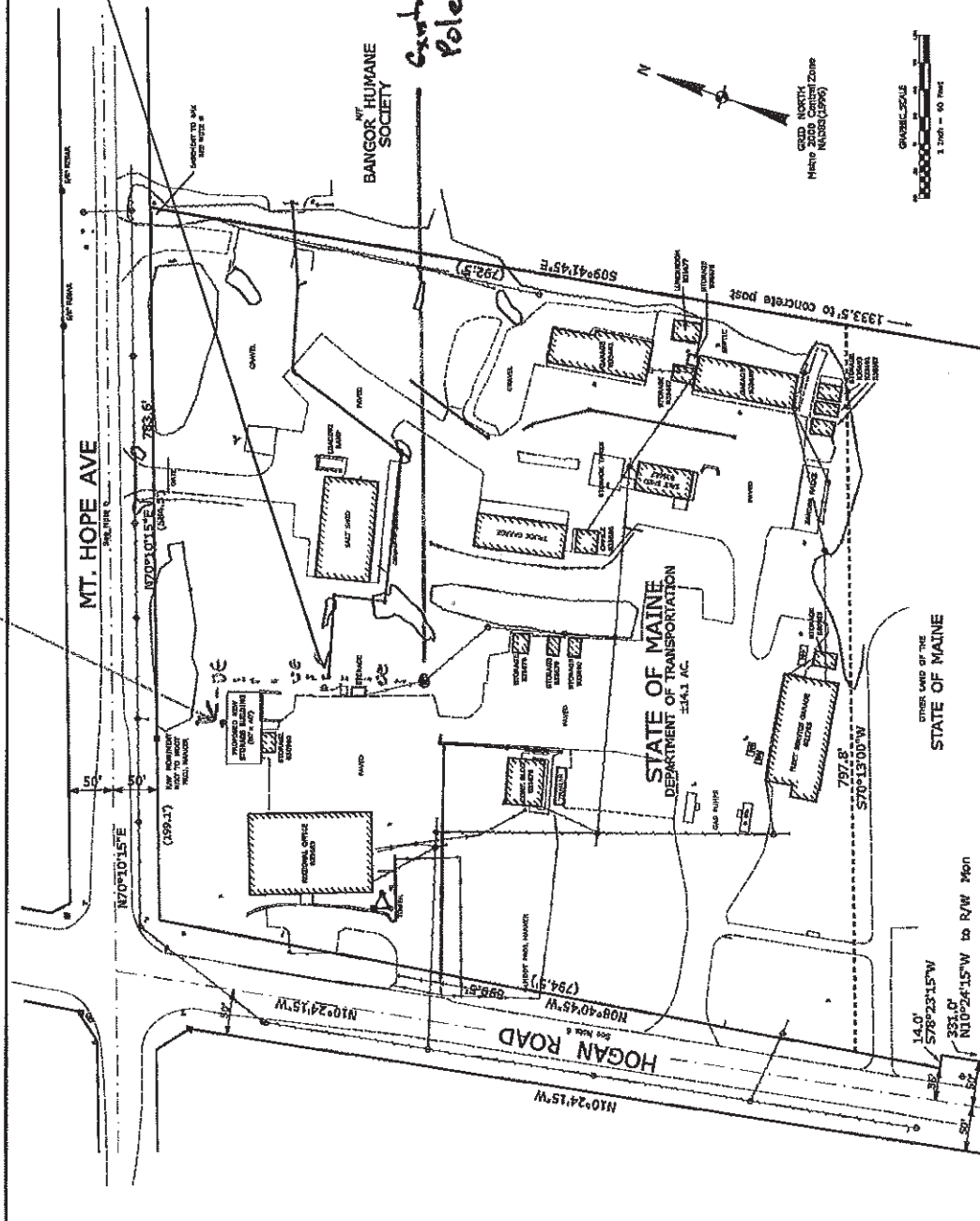
	<u>Pay Item</u>	<u>Pay Unit</u>
815.00	Buildings - Cold Storage Building	Lump Sum

Slab underdrain is to be installed into the existing drain system.

NOTES

[illegible]

Existing Power
Pole.



**SITE PLAN OF THE
MAINEDOT REGION 4 OFFICE LOT
LOCATED AT
219 HOGAN ROAD, BANGOR, MAINE (PENOBSCOT COUNTY)**

6

219 HOGAN ROAD, BANGOR, MAINE (PENOBSCOT COUNTY)
LOCATED AT

DATE: JULY 24, 2008

SCALE: 1" = 60'

SHEET NO. 1 OF 1 SHEET

STATE OF MAINE

DEPARTMENT OF TRANSPORTATION

105DAE 1006S RESIGN - AUGUSTA, AS 0000-000A

MAINEDOT

SECTIONS: 70, AUGUST 22, 2015

POST: 0000 - NO. 10-12-00

[illegible]

REMARKS / COMMENTS	DATE	INITIALS	SIGNATURE
ISSUED TO			
FOR			
BY			
AMOUNT			
CHECK NO.			
DATE OF PAYMENT			
NAME OF CASHIER			
DATE OF RECEIPT			

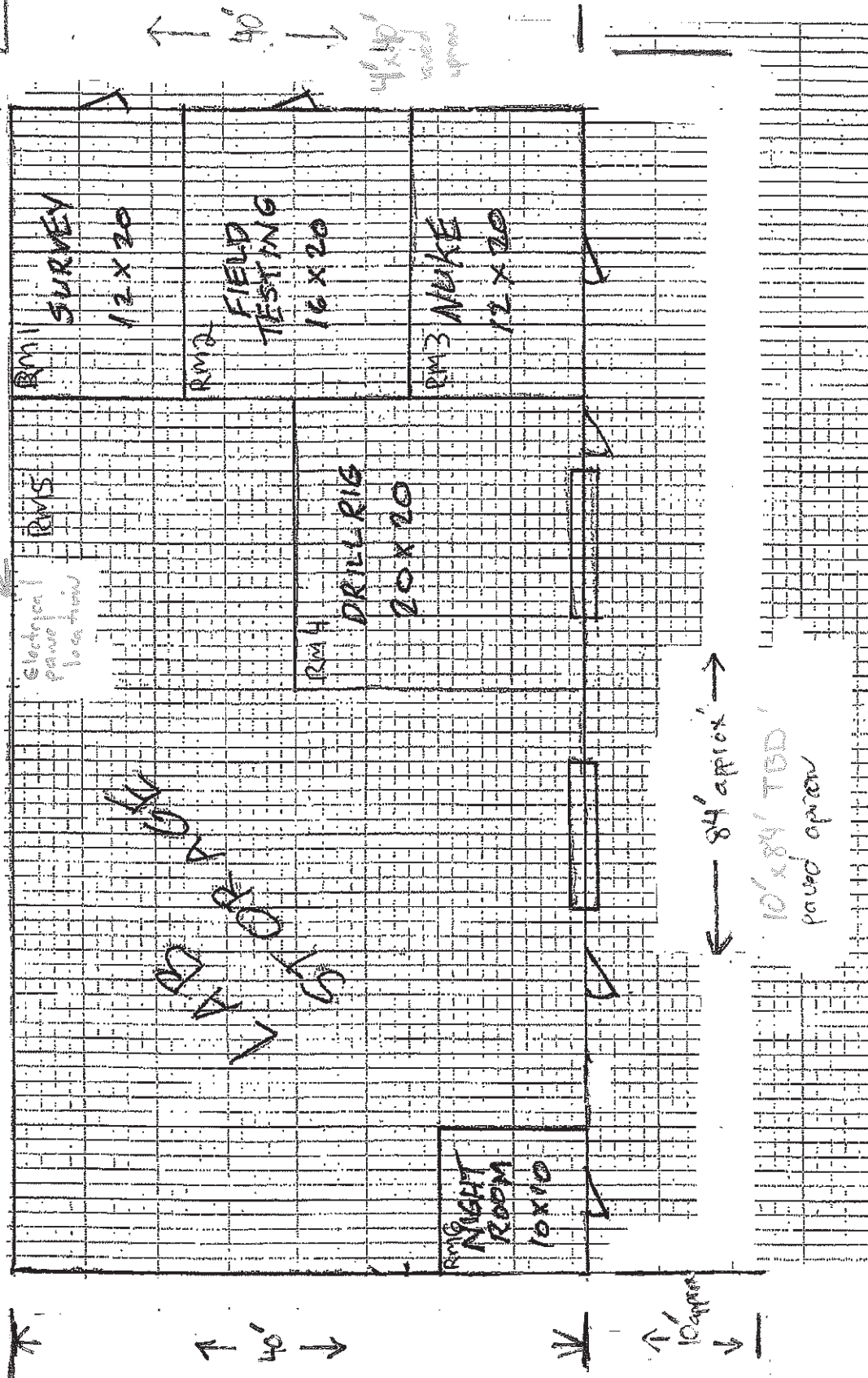
STATE OF MAINE
REGISTRY OF DEEDS

COUNTY _____ RECEIVED _____
at _____ on _____ M and registered in
at _____ in _____
Plan Book _____ Page _____
ANNEKE _____ INDEXER _____

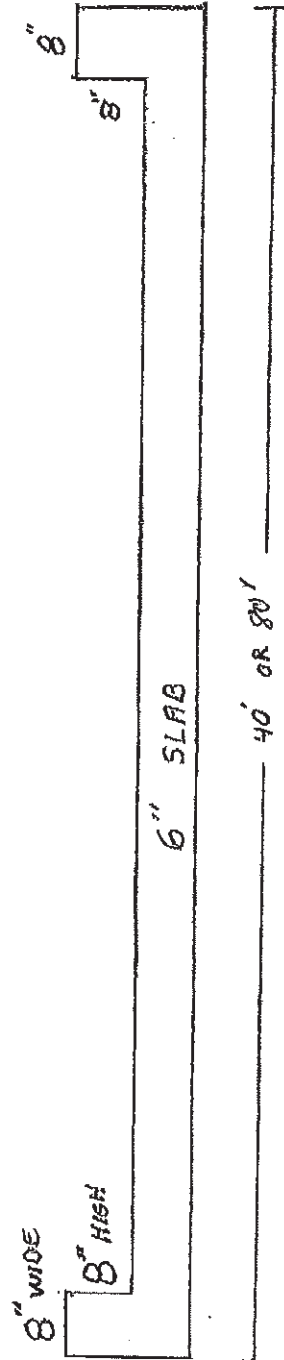
ITEM	TECH	CHECKED
FIELD WORK		
MARKING		

Page: 11/25/2016

underground
Electricity
exposed to
power lines
and



Bangor, PD STORAGE BUILDING. 40' BY 80' BUILDING WITH 12' HIGH CEILINGS.
(2) 10' BY 10' GARAGE DOORS WITH NO GLASS (6) 3'-0" BY 6'-8" STEEL ENTRY DOOR



SPECIAL PROVISION
SECTION 02724
FOUNDATION DRAIN PIPE

PART 1 – GENERAL

1.1 Summary

- A. Work included: Provide and install non-pressure pipe and fittings of the sizes and types and in the locations shown on the Drawings and as specified herein.

1.2 Delivery, Storage and Handling

- A. Provide all labor necessary to assist the Department to inspect pipe, fittings, gaskets and other materials.
- B. Carefully inspect all materials at the time of delivery and just prior to installation.
- C. Carefully inspect all pipe and fittings for:
 - 1. Defects and damage.
 - 2. Deviations beyond allowable tolerances for joint dimensions.
 - 3. Debris and foreign matter.
- D. Examine area and structures to receive piping for:
 - 1. Defects such as weak structural components that adversely affect the execution and quality of work.
 - 2. Deviations beyond allowable tolerance for pipe clearances.
- E. All materials and methods not meeting the requirements of the Contract Documents will be rejected.
- F. Immediately remove all rejected materials from the Project site.
- G. Start work only when conditions are correct to the satisfaction of the Department.

PART 2 – PRODUCTS

2.1 Non-Perforated Pipe and Fittings

- A. Size 4” dia. And 6” dia. Inclusive
 - 1. PVC Schedule 40
 - 2. ASTM D-2665
 - 3. Fittings and joints to be compatible with pipe.

2.2 Perforated Pipe and Fittings

- A. Size 4” dia. And 6” dia. Inclusive:
 - 1. MDOT, TYPE “B” meeting requirements of Section 605.
 - 2. Corrugated Polyethylene Drainage Tubing for underdrain. ASSHTO M-252.
 - 3. Coiled pipe shall not be used.

PART 3 – EXECUTION

3.1 Inspection

- A. Examine areas to receive piping for the following:
 - 1. Obstructions that adversely affect the installation and quality of the work.
 - 2. Deviations beyond allowable tolerances for clearances.
- B. Examine pipe and fittings before installation to assure no defective materials are incorporated. No single piece of pipe shall be laid unless it is generally straight.
- C. Remove and replace all defective materials at no additional cost to the Department.
- D. Start work only when conditions are satisfactory.

3.2 Installation

- A. Install all pipe and fittings to the lines and grades shown on the Drawings and/or as approved by the Department.
- B. Begin laying pipe at the downstream end.
- C. During installation, close open ends with temporary watertight plugs to prevent earth, water and other material from entering the pipe.
- D. Exact location of the drain termination shall be determined on site by the Resident.

SPECIAL PROVISION
SECTION 06100
ROUGH CARPENTRY

PART 1 – GENERAL

1.1 Summary

- A. This work consists of all labor, materials and equipment necessary to complete the work as shown on the Drawings and as specified herein.

1.2 References

- A. International Building Code, Latest Edition.

1.3 Workmanship

- A. Only experienced personnel shall be engaged in this work.

1.4 Delivery, Storage and Handling

- A. Deliver the materials to the job site and store in a safe area, out of the way of traffic, shored up off the ground surface and covered to protect from weather.

PART 2 – PRODUCTS

2.1 Dimension Lumber

- A. Dimension lumber shall be Eastern Spruce or other wood approved by the Department and shall comply with grading requirements of the Northeastern Lumber Manufacturers Association for Common, Number 2 or better, and shall bear the grade stamp.
- B. When specified on the Plans or in part 4, stress grade structural lumber shall be provided. Stress grade lumber shall bear appropriate stamp for the specified grade and species.
- C. Wood for pressure treating and special installation shall be southern yellow pine meeting the requirements of the Southern Pine Inspection Bureau (SPIB) for Number 2 or better.
- D. All lumber shall not exceed 19% moisture content.

2.2 Plywood

- A. All plywood shall be 4/5-ply minimum and shall comply with U.S. Product Standard PS-1 for softwood plywood and shall bear the specified grade and stamp of the American Plywood Association.
- B. Unless otherwise shown on the Drawings, plywood shall meet the following requirements:

<u>Use</u>	<u>Thickness</u>	<u>Grade</u>	<u>Glue</u>	<u>Span Rating</u>
Roof	5/8" T&G	OSB Structural 1	Exterior	40/20
Exterior Sheathing	5/8"	OSB Structural 1	Exterior	32/16
Interior Sheathing	5/8"	CDX	Exterior	32/16
Electrical Backboard	3/4"	BC	Exterior	N/A

- C. All OSB shall be coated oriented strand board (OSB) sheathing in lieu of exterior wall sheathing, "Advantech" by Huber Industries.

2.3 Accessories

- A. Nails shall be new, galvanized as appropriate, common nails of appropriate lengths and sizes to adequately join the wood. Use galvanized where exposed to weather or pressure treated lumber or where shown on the Drawings.
- B. Joist hangers, framing anchors shall be 18-gauge, galvanized steel such as manufactured by Kant Sag, Simpson, or approved equivalent.
- C. Special Nails shall be used where shown on the Drawings or as recommended by manufacturer.
- D. Glue shall be an all purpose subfloor and construction adhesive, suitable for interior and exterior use, as manufactured by DAP, GE, Ohio Sealants, of approved equivalents.

2.4 Pressure Treated Lumber (P.T.)

- A. Lumber or plywood in contact with ground or fresh water shall be treated in accordance with AWWA Standards C2 and LP-22 and shall be rated 0.60 retention.
- B. Lumber in direct contact with concrete, masonry, or steel, not in contact with soil or fresh water shall be treated in accordance with AWWA Standards C2 and LP-2 and shall be rated 0.40 retention.
- C. Pressure treatment shall be water borne chromate copper arsenate (ACQ).
- D. Wood shall be dried after treatment.

PART 3 – EXECUTION

3.1 Preparation

- A. Carefully select individual lumber pieces so that knots and obvious defects will not interfere with placing bolts or proper nailing.
- B. Cut out and discard defects which render a piece unable to serve its intended function.
- C. Lumber will be rejected by the Department if it is excessively warped, twisted, bowed, mildewed or molded, as well as if it is improperly installed.

3.2 Erection

- A. All framing work shall produce joints which are tight, true, and well nailed with members assembled in accordance with the Drawings and with pertinent codes and regulations.
- B. All framing and fastening shall equal or exceed HUD Minimum Property Standards, Manual of Accepted Practices and the requirements of the IBC.
- C. Do not shim any framing member.
- D. Install horizontal and sloped members with crown up.
- E. Do not notch, cut or bore members for pipes, ducts, conduits, or for any other reason, except as shown on the Drawings and as approved the Department.
- F. Bearing surfaces on which structural members rest shall provide a full, even support.
- G. Joists, rafters and similar members shall be fastened with at least two (2) galvanized steel hangers or anchors and nailed completely.
- H. Install solid block bridging at midpoint of joists or as shown on the Drawings.
- I. Provide all shims, blocking and bracing as shown on the Drawings and as approved by the Department to complete the work.
- J. In addition to normal framing operations, install wood blocking or backing required to support the work of other trades.

3.3 Plywood Sheathing

- A. Unless otherwise specified or approved by the Department, install plywood with the face grain perpendicular to framing and central joints over supports. Leave 1/16-inch gap where adjacent plywood panels meet.
- B. Stagger plywood joints so that all joints do not lie on the same support.

3.4 Nailing

- A. Use galvanized nails except as otherwise indicated. Make tight connections between members. Countersink nail heads on exposed carpentry work and fill holes.
- B. Install fasteners without splitting wood; pre-drill as required.
- C. All nailing shall comply with the IBS, Recommended Fastening Schedule (found in table 2304.9.1), unless special requirements are shown on the Drawings.

3.5 Concrete Bearing

- A. All wood which bears against concrete, earth, steel or masonry shall be pressure treated as specified on the Drawings or as approved by the Department.

SPECIAL PROVISION
SECTION 07467
METAL SIDING

PART 1 – GENERAL

1.1 Summary

- A. Provide preformed metal siding and roofing where shown on the Drawings, as specified herein and as needed for a complete and proper installation.
- B. Related Work: Documents affecting work of this Section include, but are not necessarily limited to, Section 06100 - Rough Carpentry and Section 06192- Laminated Lumber.

1.2 Quality Assurance

- A. Use adequate number of skilled workmen who are thoroughly trained and experienced in the necessary crafts who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

1.3 Submittals

- A. Product Date: Within 15 calendar days after the Contractor has received the Department's notice to Proceed, submit:
 - Materials list of items proposed to be provided under this Section
 - Manufacturer's specifications and other data needed to prove compliance with the specified requirements.
 - Shop drawings in sufficient detail to show fabrication, installation, anchorage and interface of the work of this Section with the work of adjacent trades;
 - Sample of two (2) full panel widths by 6" length of finished exterior siding, interior liner and permanent trim pieces.
 - Sample of each fastener employed one each.
 - Manufacturer's recommended installation procedures which, when approved by the Department, will become the basis for accepting or rejecting actual installation procedures used on the work.

PART 2 – PRODUCTS

2.1 Preformed Metal Siding and Roofing

- A. Metal Roofing/siding shall be 27 gauge, Everlast II with a Forest Green for roofing and Patina Green color finish for siding, or equivalent.

- B. Panels shall be a maximum length possible to minimize end laps.

2.2 Accessory Items

- A. Provide subgirts, perimeter trim, closures and other required components as needed to comprise the complete preformed metal siding system, using the materials and gauges recommended by the manufacturer and approved by the Department, and providing finish on exposed surfaces precisely matching the finish on the other exposed surfaces.
- B. Provide fasteners, washers and sealants as recommended by the manufacturer.

PART 3 - EXECUTION

3.1 Surface Conditions

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the work. Do not proceed until unsatisfactory conditions are corrected.

3.2 Installation

- A. Install the work of this Section in strict accordance with the manufacturer's recommended installation procedures as approved by the Department.
- B. Set siding plumb, level and true to line, without warp or rack, to a tolerance of 1 in 600.
- C. Touch up mars, scratches, and cut edges to match original finish.

SPECIAL PROVISION
SECTION 08250
DOORS, FRAMES AND HARDWARE

PART 1 – GENERAL

1.1 Summary

- A. This work shall include all labor, materials and equipment necessary to complete the work as shown on the drawings and as specified herein.

1.2 Submittals

- A. Contractor shall submit two (2) copies of shop drawings to the Department 15 calendar days prior to installation. Only doors for which there are reviewed and approved shop drawings shall be incorporated into the work.

1.3 Quality Assurance

- A. Only experienced skilled workmen shall be engaged in this work.

1.4 Delivery Storage and Handling

- A. Deliver doors and all necessary equipment in manufacturer's unopened containers.
- B. Store material in a protected area to prevent damage.
- C. Protect doors and equipment during and after installation from splashing or the accumulation of paint, concrete, mortar, or other foreign material.

PART 2 – PRODUCTS

2.1 Acceptable Manufacturers

- A. Therma-Tru Smooth Star flush panel fiberglass door.
- B. Sargent Lock Co. 10 lines Series Bored Locks
- C. Approved equivalents.

2.2 Fiberglass Doors and Frames

- A. Fiberglass doors shall be insulated core doors, 1-3/4" thick, of the sizes and type as shown on the drawings and as specified herein.
- B. Frames shall be pre-assembled units made of Grade A pine.

- C. Doorstops, latches, doorknobs, hinges, fasteners, etc., for all doors installed shall be provided by the Contractor.

2.3 Door Hardware

- A. Door hardware shall be equivalent to Sargent.
- B. All hardware shall be lever-style handles with a dull chrome finish.
- C. Door closers shall be full rack and pinion type contained in a permanent mold aluminum body and equipped with a single valve installed on all doors.
- D. Hinges shall be full mortise type, 4"x4", concealed ball bearing, stainless steel, three (3) per door, equivalent to Hager Tri Con Hinges #BB800.
- E. Door stops for interior doors shall be as manufactured by H.B. Ives, wall mounted #65 door stop, aluminum finish.

2.4 Weather-stripping

- A. Acceptable Manufacturers:
 - 1. National Guard Products, Inc.
 - 2. Reese
 - 3. Approved equivalents.
- B. Head and jamb weather-stripping shall be nylon brush gasket, National Guard Products #C607, 1/2" X 1/4" or approved equivalent.
- C. Door bottom seal shall be equivalent to National Guard Products aluminum and vinyl seal, and surface mount nylon brush gasket #D698.

PART 3 – EXECUTION

3.1 Doors and Frames

- A. Install units in compliance with the manufacturer's specifications and as approved by the Department.
- B. Frames must be rigid and present a neat appearance.
- C. Frames must be installed with not less than three wall anchors per jamb and an anchor to the floor at each jamb.
- D. The partition shall enter the frame so that the two work as a unit.
- E. Install all units plumb, level, straight and snug fitted.
- F. Take care not to damage door surface, Defects in surface finish such as hammer marks, scratches, and chips shall be repaired to the satisfaction of the Department.

3.2 Hardware

- A. Install hardware on all doors as specified.

- B. Install doorstops for all doors at heights recommended by the manufacturer.
- C. Provide necessary shims and block to properly install units.

3.3 Finish

- A. Paint all doors as shown in Finish Schedule of the Specifications, Section 09000.
- B. All colors and products are to be selected and approved by the Department.

3.4 Cleanup and Protections

- A. Clean all doors completely. Wash all windows with approved glass cleaner.
- B. Protect all door units, replacing any breakage or defective parts until accepted by the Department.

SPECIAL PROVISION SECTION 101
CONTRACT INTERPRETATION

101.1 Abbreviations. Add the following:

D-B	Design-Builder
D-B Teams	Proposers
RFC	Release for Construction
RFP	Request for Proposals for the Project

101.2 Definitions. Add the following:

Agreement. The document executed by the Department and the Design-Builder entitled “Design-Build Contract Agreement,” as well as all documents listed in said Design-Build Contract Agreement .

Apparent Low Bidder A Bidder that submits the lowest apparently responsive Bid. The Apparent Low Bidder may not be Awarded the Contract if a) the Bid is later found to be non-responsive in accordance with Section 102.11, b) the Bidder is found to be not responsible, c) the Bidder fails to comply with all applicable pre-Award Conditions, other pre-execution requirements of the Contract, or d) the Department chooses not to Award a Contract.

Apparent Successful Bidder The Bidder with the lowest responsive Bid as determined by the Department. A responsive responsible Bidder, usually the Apparent Low Bidder, that is Awarded the Contract. The Department may not execute the Contract with the Apparent Successful Bidder if a) the Apparent Successful Bidder fails to comply with all applicable pre-Award conditions or other pre-execution requirements of the Contract or b) if the Department chooses not to Award a Contract.

Bid The offer by a Bidder on forms prescribed by the Department to design and construct the Project in Conformity with all provisions of the Bid Documents for the price(s) set forth. Bid is also used synonymously with the term, “Price Proposal”.

Bidder An individual, firm, corporation, limited liability company, partnership, joint venture, sole proprietorship, or other entity that submits a Proposal. Upon Contract Execution, the successful Bidder becomes the Contractor.

Closeout Documentation. Documents required of the Design-Builder by the Department for final acceptance of the Project. These documents are: Letter “All Bills Paid”, Request for Final Payment, Certificate of Materials, Agreement with Final Quantities on Contractor’s letterhead, as-built drawings stamped by an Engineer. The Department reserves the right to add to this list of required closeout documentation.

Contract. The entire agreement between the Department and the Design-Builder, as evidenced by the Contract Documents. All documents affecting the respective rights and responsibilities of the Department and the Contractor. These documents include, but are not limited to, the Contract Agreement, Project specific proposal Bid Book, the RFP, the Notice to Contractors, Plans, the Department's Standard Specifications and Standard Details, Special Provisions, Bid Amendments, Contract Modifications, and all documents incorporated by reference.

Contract Execution. Execution of the Contract by the Commissioner or his/her authorized agent by signing the Agreement, which action (upon written notification to the Design-Builder) forms a contract as provided in Subsection 103.8 - Execution of Contract by Department.

Contractor. The legal entity that will be executing the Contract and that will be a single point of responsibility for all obligations under the Contract. The Contractor shall be independent with respect to the Department and shall not be an employee, agent, or representative of the Department. After the Department has executed the Contract by cosigning the Contract Agreement form provided in the Bid Documents, previously signed by the successful bidder, the Successful Bidder in a low Bid process becomes the Contractor. The Contractor will be the single point of responsibility for all Contract obligations to the Department. The Contractor shall be an independent Contractor with respect to the Department and shall not be an employee, agent, or representative of the Department. Alternatively, "Contractor," with a lower case "c," may mean a firm engaged in construction Work.

Design Documents. Design-Builder drawings, specifications, calculations, records, reports or other documents, including shop drawings and special process procedures, which may be used for design, manufacture fabrication, installation, testing, examination and certification of items.

Design-Builder. See the definition for Contractor.

Designer. The entity responsible for design and related work for the Project, either through subcontract to the Design-Builder or otherwise.

Engineer. Unless otherwise indicated in this Contract, a professional engineer licensed in the State of Maine who is an employee of the Design-Builder, or a Subcontractor, with the responsibility and authority to require that the Work be performed in conformity with the Contract Documents.

Invoice. The Design-Builder's request for progress payment, also called an Application for Progress Payment.

MaineDOT The Department of Transportation of the State of Maine, as established by 23 MRSA §4205 et seq. for the administration of Highway, Bridge, and

other public Works; acting through the Commissioner and his/her duly authorized representatives.

Price Proposal The offer by a Bidder on forms prescribed by the Department to design and construct the Project in Conformity with all provisions of the Bid Documents for the price(s) set forth. Bid is also used synonymously with the term, “Bid.”

Proposal. The offer by a Proposer to design and construct the Project and perform the Work submitted in response to the RFP. In order to be responsive, the Proposal must meet all requirements and must offer to perform the Work in accordance with the Contract, and the Proposer’s Technical Proposal, for the price submitted in the Proposer’s Price Proposal. The Proposal consists of two major components and related certifications, bonds, and documentation, to be submitted separately but simultaneously: the Technical Proposal and the Price Proposal.

Proposer. An individual, firm, corporation, limited liability company, partnership, joint venture, sole proprietorship or other entity that was prequalified by the Department and that intends to submit a Proposal for the Work. After execution of the Contract, the Proposer is known as the “Design-Builder”. Proposer is also used synonymously with the term, “Bidder”.

Request for Proposal (RFP). The document issued by the Department asking for proposals, such as when soliciting for an anticipated Design-Build Contract, and all other documents issued by the Department and identified as part of the RFP.

Technical Proposal. The part of a Proposal detailing, among other things, schedule, management, organization, design, and construction of the project.

SPECIAL PROVISION SECTION 102 BIDDING

102.7.1 Location and Time Delete the entire section and replace with the following:

The Bidder must Deliver its Bid and Bid Guaranty in a sealed envelope to the exact location and before the precise time (as determined by the Department) specified in the Notice to Contractors or any applicable Bid Amendment. The sealed envelope must be labeled with the Bidder's name, the Project or Work location, WIN, and the words “Bid Enclosed”. As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments form, the completed Schedule of Items, 2 copies of the completed Contract form, and any other Certifications or Bid Requirements listed in the Bid Book. For a related provision, see Section 102.11 - "Bid Responsiveness".

102.11.2 Curable Bid Defects A. Change “Contract Agreement Offer and Award forms” to Contract form.

102.11.2 Curable Bid Defects Add the following after 102.11.2 E:

“F. If a submitted bid contains any additional conditions or alternate bidding language, the Bidder may cure the defect by removing all conditions and alternate language or the Department will reject the bid as non-responsive.”

SPECIAL PROVISION SECTION 103
AWARD AND CONTRACTING

103.5 Award Conditions Replace the first paragraph with the following:

The Apparent Successful Bidder must provide and/or perform all of the items listed in this Section 103.5 within 14 Days of Receipt of the Notice of Intent to Award. Unless indicated otherwise, all items must be Delivered to the Department’s Bureau of Maintenance & Operations.

103.5.4 Execution of Contract By Bidder Delete the entire section and replace with the following:

“The properly completed and signed Contract form provided with the Bid constitutes the Bidder’s offer. Once the Department has received the bonds, insurance, and any other pre-award items required, the Department will sign and execute the Contract. The point of Contract execution is when the Contractor receives written notice that the contract has been signed by the Department and executed.”

SUPPLEMENTAL SPECIFICATIONS
(Corrections, Additions, & Revisions to Standard Specifications - November 2014)

SECTION 101
CONTRACT INTERPRETATION

101.2 Definitions

Page 1-5 – Remove the definition of Bridge in its entirety and replace with:

“Bridge A structure that is erected over a depression or an obstruction, such as water, a highway or a railway, and has an opening measured along the centerline of the Roadway of more than 20 feet between: The faces of abutments; spring line of arches; extreme ends of openings of box culverts, pipes or pipe arches; or the extreme ends of openings for multiple box culverts, pipes or pipe arches.”

Page 1-12 – Remove the definition of Large Culvert in its entirety and replace with:

“Large Culvert Any structure not defined as a Culvert or Bridge that provides a drainage or non-drainage opening under the Roadway or Approaches to the Roadway, with an opening that is 5 feet but less than 10 feet.”

Remove the definition of Minor Span in its entirety and replace with:

“Minor Span Same definition as Bridge, except having an opening of between 10 feet and 20 feet, inclusive.”

SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES

This Section shall be amended by adding the following sub-section:

104.3.8.1 Electronic Payroll Submission On federally funded projects, the prime contractor and all subcontractors and lower-tier subcontractors will submit their certified payrolls electronically utilizing the Elation System web based reporting. There is no charge to the contracting community for the use of this service. The submission of paper payrolls will not be allowed or accepted. Additional information can be found at <http://www.maine.gov/mdot/contractors/> under the “Notices!” Electronic Payroll System Training & Implementation dated 10/4/2013.

104.4.10 Coordination of Road Closure / Bridge Closure / Bridge Width Restrictions

Revise the last sentence by adding a period after ‘Resident’; remove the “and” after Resident; and adding “**not covered by Pay Items**” between ‘costs’ and ‘will’. So that the last paragraph reads “**All Newspaper notices, radio announcements and any notifications will be subject to the approval of the Resident. All costs not covered by Pay Items will be considered incidental to the Contract.**”.

104.5.5 Prompt Payment of Subcontractors Add the following paragraph to this subsection:

C. Payment Tracking Federal Projects On federally funded projects, the prime contractor, subcontractors and lower-tier subcontractors will track and confirm the delivery and receipt of all payments through the Elation System. They will be responsible for entering all payments to all sub and lower tier contractors. MaineDOT will run a query monthly to ensure that contractors are complying and generate an e-mail to contractors who have not responded to confirm receipt of MaineDOT payment or contractor payment to lower tier subcontractors.

SECTION 105

GENERAL SCOPE OF WORK

105.4.5 Special Detours Remove this subsection in its entirety and replace with:

“105.4.5 Maintenance of Existing Structures When a new Bridge or Minor Span is being installed on a new alignment and the existing structure is to remain in service, the Department will maintain the existing structure and the portions of the roadway required for maintaining traffic until such time that the new structure is opened to traffic and the existing structure is taken out of service. A similar situation exists when a new Bridge or Minor Span is being installed on the same alignment as the existing structure, requiring a temporary detour to be installed by the Contractor per Section 510, Special Detours, prior to removal of the existing structure. In this case, the Department will maintain the existing structure and the portions of the existing roadway required for maintaining traffic until such time that either the temporary detour is opened to traffic or the Contractor begins any work on the existing structure, including, but not limited to, repairs, modifications, moving, demolition or removal. In either case, once the new structure or temporary detour is opened to traffic, or the Contractor begins any work on the existing structure, the Contractor shall be solely responsible for all maintenance of the existing structure and the portions of the existing approaches that lie outside the new roadway or the temporary detour, respectively. This specification is not intended to supersede Standard Specification Section 104.3.11, Responsibility for Property of Others.”

105.6.2.4 Department Verification Add the following to the end of the first sentence: **“or other approved method, such as reference staking, to allow the Department to independently verify the accuracy of the work, as approved by the Department.”**

SECTION 106

QUALITY

106.4.1 General - In the first sentence, remove “When required by Special Provision,” and replace with **“When required elsewhere in the Contract,”**

SECTION 108

PAYMENT

108.3 Retainage - Remove the paragraph beginning with “ The Contractor may withdraw...” in its entirety.

108.4.1 Price Adjustment for Hot Mix Asphalt:

Remove this section in its entirety and replace with the following

For all contracts with hot mix asphalt in excess of 500 tons total, a price adjustment for performance graded binder will be made for the following pay items:

Item 403.102	Hot Mix Asphalt – Special Areas
Item 403.206	Hot Mix Asphalt - 25 mm
Item 403.207	Hot Mix Asphalt - 19 mm
Item 403.2071	Hot Mix Asphalt - 19 mm (Polymer Modified)
Item 403.2072	Hot Mix Asphalt - 19 mm (Asphalt Rich Base)
Item 403.208	Hot Mix Asphalt - 12.5 mm
Item 403.2081	Hot Mix Asphalt - 12.5 mm (Polymer Modified)
Item 403.209	Hot Mix Asphalt - 9.5 mm (sidewalks, drives, & incidentals)
Item 403.210	Hot Mix Asphalt - 9.5 mm
Item 403.2101	Hot Mix Asphalt - 9.5 mm (Polymer Modified)
Item 403.2102	Hot Mix Asphalt - 9.5 mm (Asphalt Rich Base)
Item 403.2104	Hot Mix Asphalt - 9.5 mm (Thin Lift Surface Treatment)
Item 403.21041	Hot Mix Asphalt - 9.5 mm (Polymer Modified Thin Lift Surface Treatment)
Item 403.211	Hot Mix Asphalt – Shim
Item 403.2111	Hot Mix Asphalt – Shim (Polymer Modified)
Item 403.212	Hot Mix Asphalt - 4.75 mm (Shim)
Item 403.213	Hot Mix Asphalt - 12.5 mm (base and intermediate course)
Item 403.2131	Hot Mix Asphalt - 12.5 mm (base and intermediate course Polymer Modified)
Item 403.2132	Hot Mix Asphalt - 12.5 mm (Asphalt Rich Base and intermediate course)
Item 403.214	Hot Mix Asphalt - 4.75 mm (Surface)
Item 403.235	Hot Mix Asphalt (High Performance Rubberized HMA)
Item 403.301	Hot Mix Asphalt (Asphalt Rubber Gap-Graded)
Item 404.70	Colored Hot Mix Asphalt – 9.5mm (Surface)
Item 404.72	Colored Hot Mix Asphalt – 9.5mm (Islands, sidewalks, & incidentals)
Item 461.13	Light Capital Pavement
Item 462.30	Ultra-Thin Bonded Wearing Course
Item 462.301	Polymer Modified Ultra-Thin Bonded Wearing Course

Price adjustments will be based on the variance in costs for the performance graded binder component of hot mix asphalt. They will be determined as follows:

The quantity of hot mix asphalt for each pay item will be multiplied by the performance graded binder percentages given in the table below times the difference in price between the base price and the period price of asphalt cement. Adjustments will be made upward or downward, as prices increase or decrease.

Item 403.102–6.2%
Item 403.206–4.8%
Item 403.207–5.2%
Item 403.2071–5.2%
Item 403.2072–5.8%
Item 403.208–5.6%
Item 403.2081–5.6%
Item 403.209–6.2%
Item 403.210–6.2%
Item 403.2101–6.2%
Item 403.2102–6.8%
Item 403.2104–6.2%
Item 403.21041–6.2%
Item 403.211–6.2%
Item 403.2111–6.2%
Item 403.212–6.8%
Item 403.213–5.6%
Item 403.2131–5.6%
Item 403.2132–6.2%
Item 403.214–6.8%
Item 403.235–5.5%
Item 403.301–6.2%
Item 404.70–6.2%
Item 404.72–6.2%
Item 461.13–6.5%
Item 462.30–0.0021 tons/SY
Item 462.301–0.0021 tons/SY

Hot Mix Asphalt: The quantity of hot mix asphalt will be determined from the quantity shown on the progress estimate for each pay period.

Base Price: The base price of performance graded binder to be used is the price per standard ton current with the bid opening date. This price is determined by using the average New England Selling Price (Excluding the Connecticut market area), as listed in the Asphalt Weekly Monitor.

Period Price: The period price of performance graded binder will be determined by the Department by using the average New England Selling Price (Excluding the Connecticut market area), listed in the Asphalt Weekly Monitor current with the paving date. The maximum Period Price for paving after the adjusted Contract Completion Date will be the Period Price on the adjusted Contract Completion Date.

SECTION 109 **CHANGES**

109.5.1 Definitions - Types of Delays

Delete Paragraph 'A' in its entirety and replace with:

"A. Excusable Delay Except as expressly provided otherwise by this Contract, an "Excusable Delay" is a Delay to the Critical Path that is directly and solely caused by (1) a weather related Event of such an unusually severe nature that a Federal Emergency Disaster is declared. The Contractor will only be entitled to an adjustment of time if the Project falls within the geographic boundaries prescribed under the disaster declaration. or (2) a flooding event at the effected location of the Project that results in a Q25 headwater elevation, or greater, but less than a Q50 headwater elevation. Theoretical headwater elevations will be determined by the Department; actual headwater elevations will be determined by the Contractor and verified by the Department or (3) An Uncontrollable Event."

APPENDIX A TO DIVISION 100

Remove Section D in its entirety as this is now covered in Section 105.10 EQUAL OPPORTUNITY AND CIVIL RIGHTS.

SECTION 203 **EXCAVATION AND EMBANKMENT**

203.02 Materials

At the bottom of page 2-12, add as the first item in the list:

Crushed Stone, ¾ inch 703.13

203.042 Rock Excavation and Blasting

On page 2-16, add the word "**No**" to the third sentence in Section 5 Submittals, Subsection V, 1 so that it reads:

"No blasting products will be allowed on the job site if the date codes are missing."

SECTION 304 **AGGREGATE BASE AND SUBBASE COURSE**

304.02 Aggregate

Remove the sentence "Aggregate for base and subbase courses shall be material meeting the aggregate type requirements specified in the following table" in its entirety and the table that follows it with headings of 'Material' and 'Aggregate Type'.

304.02 – Aggregate Add the following sentence before the sentence starting with "When designated on the plans...": **"Aggregate Base Course – Type C will be capped with 2"** of

millings or Untreated Aggregate Surface Course – Type B. Payment for this material will be made under 304.16”

SECTION 307
FULL DEPTH RECYCLED PAVEMENT

Remove this Section in its entirety and replace with:

SECTION 307
FULL DEPTH RECYCLING
(UNTREATED OR TREATED WITH EMULSIFIED ASPHALT STABILIZER)

307.01 Description This work shall consist of pulverizing a portion of the existing roadway structure into a homogenous mass, adding an emulsified asphalt stabilizer (if required) to the depth of the pulverized material specified in the contract, placing and compacting this material to the lines, grades, and dimensions shown on the plans or established by the Resident.

MATERIALS

307.02 Pulverized Material Pulverized material shall consist of the existing asphalt pavement layers and one inch or more as specified of the underlying gravel, pulverized and blended into a homogenous mass. Pulverized material will be processed to 100% passing a 2 inch square mesh sieve.

307.021 New Aggregate and Additional Recycled Material New aggregate, if required by the contract, shall meet the requirements of Subsection 703.10 - Aggregate for Untreated Surface Course and Leveling Course, Type A. Aggregate Subbase Course Gravel Type D processed to 100 percent passing a 2 inch square mesh sieve and meeting the requirements of 703.06 – Aggregate for Base and Subbase may be used in areas requiring depths greater than 2 inches. New aggregate, will be measured and paid for under the appropriate item.

Recycled material, if required, shall consist of salvaged asphalt material from the project or from off-site stockpiles that has been processed before use to 100 percent passing a 2 inch square mesh sieve. Recycled material shall be conditionally accepted at the source by the Resident. It shall be free of winter sand, granular fill, construction debris, or other materials not generally considered asphalt pavement.

Recycled material generated and salvaged from the project shall be used within the roadway limits to the extent it is available as described in 307.09. No additional payment will be made for material salvaged from the project.

Recycled material supplied from off-site stockpiles shall be paid for as described in the contract, or by contract modification.

307.022 Emulsified Asphalt Stabilizer. If required, the emulsified asphalt stabilizer shall be grade MS-2, MS-4, SS-1, or CSS-1 meeting the requirements of Subsection 702.04 Emulsified Asphalt.

307.023 Water Water shall be clean and free from deleterious concentrations of acids, alkalis, salts or other organic or chemical substances.

307.024 Portland Cement If required, Portland Cement shall be Type I or II meeting the requirements of AASHTO M85.

307.025 Hydrated Lime If required, Hydrated Lime shall meet the requirements of AASHTO M216.

EQUIPMENT

307.03 Pulverizer The pulverizer shall be a self-propelled machine, specifically manufactured for full-depth recycling work and capable of reducing the required existing materials to a size that will pass a 2 inch square mesh sieve. The machine shall be equipped with standard automatic depth controls and must maintain a consistent cutting depth and width. The machine also shall be equipped with a gauge to show depth of material being processed.

307.04 Liquid Mixer Unit or Distributor. If treatment of the recycled layer with emulsified asphalt is required by the contract, a liquid mixing unit or distributor shall be used to introduce the emulsified asphalt stabilizer into the pulverized material. The mixing unit shall contain a liquid distribution and mixing system which has been specifically manufactured for full-depth recycling work, capable of mixing the pulverized material with an evenly metered distribution of emulsified asphalt into a homogeneous mixture, to the depth and width required.

The mixing unit shall be designed, equipped, maintained, and operated so that emulsified asphalt stabilizer at constant temperature may be applied uniformly on variable widths of pulverized material up to 6 feet at readily determined and controlled rates from 0.01 to 1.06 gal/yd² with uniform pressure and with an allowable variation from any specified rate not to exceed 0.01 gal/ yd². Mixing units shall include a tachometer, pressure gages, and accurate volume measuring devices or a calibrated tank and a thermometer for measuring temperatures of tank contents.

307.041 Cement or Lime Spreader If required by the contract, spreading of the Portland Cement or Hydrated Lime shall be done with a spreader truck designed to spread dry particulate (such as Portland Cement or Lime) or other approved means to insure a uniform distribution across the roadway and minimize fugitive dust. Pneumatic application, including through a slotted pipe, will not be permitted. Other systems that have been developed include fog systems, vacuum systems, etc. Slurry applications may also be accepted. The Department reserves the right to accept or reject the method of spreading cement. The Contractor shall provide a method for verifying that the correct amount of cement is being applied.

307.05 Placement Equipment Placement of the Full Depth recycled material to the required slope and grade shall be done with an approved highway grader or by another method approved by the Resident.

307.06 Rollers The full depth recycled material shall be rolled with a vibratory pad foot roller, a vibratory steel drum soil compactor and a pneumatic tire roller. The pad foot roller drum shall have a minimum of 112 tamping feet 3 inches in height, a minimum contact area per foot of 17 inch², and a minimum width of 84 inches. The vibratory steel drum roller shall have a minimum 84 inch width single drum. The pneumatic tire roller shall meet the requirements of Section 401.10 and the minimum allowable tire pressure shall be 85 psi.

MIX DESIGN

If treatment of the recycled layer with emulsified asphalt is required by the contract, the Department will supply a mix design for the emulsified asphalt stabilized material based on test results from pavement and soil analysis taken to the design depth. The Department will provide the following information prior to construction:

1. Percent of emulsified asphalt to be used.
2. Quantity of lime or cement to be added.
3. Optimum moisture content for proper compaction.
4. Additional aggregate (if required).

After a test strip has been completed or as the work progresses, it may be necessary for the Resident to make necessary adjustments to the mix design. Changes to compensation will be in accordance with the Mix Design Special Provision.

CONSTRUCTION REQUIREMENTS

307.06 Pulverizing The entire depth of existing pavement shall be pulverized together with 1 inch or more of the underlying gravel into a homogenous mass. All pulverizing shall be done with equipment that will provide a homogenous mass of pulverized material, processed in-place, which will pass a 2 inch square mesh sieve.

307.07 Weather Limitations Full depth recycled work shall be performed when;

- A. Recycling operations will be allowed between May 15th and September 15th inclusive in Zone 1 - Areas north of US Route 2 from Gilead to Bangor and north of Route 9 from Bangor to Calais.
- B. The atmospheric temperature, as determined by an approved thermometer placed in the shade at the recycling location, is 50°F and rising.
- C. When there is no standing water on the surface.
- D. During generally dry conditions, or when weather conditions are such that proper pulverizing, mixing, grading, finishing and curing can be obtained using proper procedures, and when compaction can be accomplished as determined by the Resident.

- E. When the surface is not frozen and when overnight temperatures are expected to be above 32°F.
- F. Wind conditions are such that the spreading of lime or cement on the roadway ahead of the recycling machine will not adversely affect the operation.

307.08 Surface Tolerance The complete surface of the Full Depth Recycled course shall be shaped and maintained to a tolerance, above or below the required cross sectional shape, of $\frac{3}{8}$ inch.

307.09 Full Depth Recycling Procedure New aggregate or recycled material meeting the requirements of Section 307.021 - New Aggregate and Additional Recycled Material, shall be added as necessary to restore cross-slope and/or grade before pulverizing. Locations will be shown on the plans or described in the construction notes. The Resident may add other locations while construction of the project is in progress. The Contractor will use recycled material to the extent it is available, in lieu of new aggregate. The material shall then be pulverized, processed, and blended into a homogeneous mass passing a 2 inch square mesh sieve. Material found not pulverized down to a 2 inch size will be required to be reprocessed by the recycler with successive passes until approved by the Resident.

Should the Contractor be required to add new aggregate or recycled material to restore cross-slope and/or grade after the initial pulverizing process, those areas will require re-processing to blend into a homogenous mass passing a 2 in square mesh sieve.

Sufficient water shall be added during the recycling process to maintain optimum moisture for compaction.

The resultant material from the initial pulverizing processes shall be graded and compacted to the cross-slope and profile shown on the plans or as directed by the Resident. The Contractor will also be responsible for re-establishing the existing profile grade. The completed surface of the full depth recycled course shall be shaped and maintained to a tolerance, above or below the required cross sectional shape, of $\frac{3}{8}$ inch. Areas not meeting this tolerance will be repaired as described in Section 307.091. The initial pulverizing process density requirements will be the same as Section 307.101 unless otherwise directed by the Resident.

Additives, if required, shall be introduced following completion of the initial pulverizing and blending process. Emulsified asphalt stabilizer shall be incorporated into the top of the processed material as specified in section 307.04 to the depth specified in the contract by use of the liquid mixer unit or a distributor, at the rate specified in the mix design. The emulsified asphalt shall then be uniformly blended into a homogeneous mass until an apparent uniform distribution has occurred. The rate of application may be adjusted as necessary by the Resident. Cement or lime shall be introduced as described in section 307.041. The resultant material shall be graded and compacted to the cross-slope and profile shown on the plans or as directed by the Resident. The Contractor will also be responsible for re-establishing the existing profile grade.

After final compaction, the roadway surface shall be treated with a light application of water, and rolled with pneumatic-tired rollers to create a close-knit texture. The finished layer shall be free from:

- A. Surface laminations.
- B. Segregation of fine and coarse aggregate.
- C. Corrugations, centerline differential, potholes, or any other defects that may adversely affect the performance of the layer, or any layers to be placed upon it.

The Contractor shall protect and maintain the recycled layer until a lift of pavement is applied. Any damage or defects in the layer shall be repaired immediately. An even and uniform surface shall be maintained. The recycled surface shall be swept prior to hot mix asphalt overlay placement.

307.091 Repairs Repairs and maintenance of the recycled layers, resulting from damage caused by traffic, weather or environmental conditions, or resulting from damage caused by the Contractor's operations or equipment, shall be completed at no additional cost to the Department.

For recycled layers stabilized with emulsified asphalt, low areas will be repaired using a hot mix asphalt shim. Areas up to 1 inch high can be repaired by milling or shimming with hot mix asphalt. Areas greater than 1 inch high will be repaired using a hot mix asphalt shim. All repair work will be done with the Resident's approval at the Contractor's expense.

TESTING REQUIREMENTS

307.10 Quality Control The Contractor shall operate in accordance with the approved Quality Control Plan (QCP) to assure a product meeting the contract requirements. The QCP shall meet the requirements of Section 106.4 - Quality Control and this Section. The Contractor shall not begin recycling operations until the Department approves the QCP in writing.

Prior to performing any recycling process, the Department and the Contractor shall hold a Pre-recycle conference to discuss the recycling schedule, type and amount of equipment to be used, sequence of operations, and traffic control. A copy of the QC random numbers to be used on the project shall be provided to the Resident. All field supervisors including the responsible onsite recycling process supervisor shall attend this meeting.

The QCP shall address any items that affect the quality of the Recycling Process including, but not limited to, the following:

- A. Sources for all materials, including New Aggregate and Additional Recycled Material.

- B. Make and type of rollers including weight, weight per inch of steel wheels, and average contact pressure for pneumatic tired rollers.**
- C. Testing Plan.**
- D. Recycling operations including recycling speed, methods to ensure that segregation is minimized, grading and compacting operations.**
- E. Methods for protecting the finished product from damage and procedures for any necessary corrective action.**
- F. Method of grade checks.**
- G. Examples of Quality Control forms.**
- H. Name, responsibilities, and qualifications of the Responsible onsite Recycling Supervisor experienced and knowledgeable with the process.**
- I. A note that all testing will be done in accordance with AASHTO and MDOT/ACM procedures.**

The Project Superintendent shall be named in the QCP, and the responsibilities for successful implementation of the QCP shall be outlined.

The Contractor shall sample, test, and evaluate the full depth reclamation process in accordance with the following minimum frequencies:

MINIMUM QUALITY CONTROL FREQUENCIES

Test or Action	Frequency	Test Method
Density	1 per 1000 feet / lane	AASHTO T 310
Air Temperature	4 per day at even intervals	
Surface Temperature	At the beginning and end of each days operation	
Yield of all materials (Daily yield, yield since last test, and total project yield.)	1 per 1000 ft/lane	

The Department may view any QC test and request a QC test at any time. The Contractor shall submit all QC test reports and summaries in writing, signed by the appropriate technician, to the Department's onsite representative by 1:00 P.M. on the next working day, except when otherwise noted in the QCP due to local restrictions. The Contractor shall make all test results, including randomly sampled densities, available to the Department onsite.

The Contractor shall cease recycling operations whenever one of the following occurs:

- A. The Contractor fails to follow the approved QCP.**
- B. The Contractor fails to achieve 98 percent density after corrective action has been taken.**
- C. The finished product is visually defective, as determined by the Resident.**
- D. The computed yield differs from the mix design by 10 percent or more.**

Recycling operations shall not resume until the Department approves the corrective action to be taken.

307.101 Test Strip The contractor shall assemble all items of equipment for the recycling operation on the first day of the recycling work. The Contractor shall construct a test strip for the project at a location approved by the Resident. The Responsible onsite Recycling Supervisor will work with Department personnel to determine the suitability of the mixed material, moisture control within the mixed material, and compaction and surface finish. The test strip section is required to:

- A. Demonstrate that the equipment and processes can produce recycled layers to meet the requirements specified in these special provisions.
- B. Determine the effect on the gradation of the recycled material by varying the forward speed of the recycling machine and the rotation rate of the milling drum.
- C. Determine the optimum moisture necessary to achieve proper compaction of the recycled layer.
- D. Determine the sequence and manner of rolling necessary to obtain the compaction requirements and establish a target density. The Contractor and the Department will both conduct testing with their respective gauges at this time.

The test strip shall be at least 300 feet in length of a full lane-width (or a half-road width). Full recycling production will not start until a passing test strip has been accomplished. If a test strip fails to meet the requirements of this specification, the Contractor will be required to repair or replace the test strip to the satisfaction of the Resident. Any repairs, replacement, or duplication of the test strip will be at the Contractor's expense.

After the test strip has been pulverized, and the roadway brought to proper shape, the Contractor shall add water until it is determined that optimum moisture has been obtained. The test strip shall then be rolled using the specified compaction equipment as directed until the density readings show an increase in dry density of less than 1 pcf for the final four roller passes of each roller. The Contractor and Department will each determine a target density using their respective gauges by performing several additional density tests and averaging them. The average of these tests will be used as the target density of the recycled material for QC and Acceptance purposes.

Following completion of the test strip, compaction of the material shall continue until a density of not less than 98 percent of the test strip target density has been achieved for the full width and depth of the layer. During the construction and compaction of the Full Depth Recycled base, should three consecutive Acceptance test results for density fail to meet a minimum of 95 percent of the target density, or exceed 102 percent of target density, a new test strip shall be constructed.

ACCEPTANCE TEST FREQUENCY

Property	Frequency	Test Method
In-place Density	1 per 2000 ft / lane	AASHTO T 310

308.102 Curing. No new pavement shall be placed on the full depth recycled pavement until curing has reduced the moisture content to 1 percent or less by total weight of the mixture, or a curing period of 4 days has elapsed, whichever comes first.

307.11 Method of Measurement Full Depth Recycled Pavement (Untreated or Treated with Emulsified Asphalt Stabilizer) will be measured by the square yard.

307.12 Basis of Payment The accepted quantity of Full Depth Recycled Asphalt Pavement (Untreated or Treated with Emulsified Asphalt Stabilizer) will be paid for at the contract unit price per square yard, complete in-place which price will be full compensation for furnishing all equipment, materials and labor for pulverizing, blending, placing, grading, compacting, and for all incidentals necessary to complete the work.

The addition of materials to restore profile grade and/or cross-slope in areas shown on the plans or described in the construction notes will be paid separately under designated pay items within the contract. No additional payment will be made for materials salvaged from the project.

Payments will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
307.331 Full Depth Recycled Pavement (Untreated) Yard	Square
307.332 Full Depth Recycled Pavement (with Emulsified Asphalt Stabilizer) 5 in. depth Yard	Square
307.333 Full Depth Recycled Pavement (with Emulsified Asphalt Stabilizer) 6 in. depth Yard	Square

SECTION 411

UNTREATED AGGRAGATE SURFACE COURSE

411.02 – Aggregate Add the following to the end of the first sentence: “- **Type A**”

SECTION 501 **FOUNDATION PILES**

501.05 – Method of Measurement

- b. Piles Furnished – After the second sentence, add the sentence “**Measurement will not include any pile tips**”.
- c. Piles in Place – Add the sentence to the end of the second paragraph, “**Measurement will include the pile tips**”.
- d. Pile Tips – Add the words “**on the Pile**” to the end of the sentence.

SECTION 502 **STRUCTURAL CONCRETE**

502.05 Composition and Proportioning

Replace Table 1 with

TABLE 1

Concrete CLASS	Minimum Compressive Strength (PSI)	Permeability as indicated by Surface Resistivity (KOhm-cm)	Entrained Air (%)		Notes
			LSL	USL	
S	3,000	LSL N/A	N/A	N/A	4,5
A	4,000	14	6.0	9.0	1,4,5
P	-----	-----	5.5	7.5	1,2,3,4
LP	5,000	17	6.0	9.0	1,4,5
Fill	3,000	N/A	6.0	9.0	4,5

In the list of information submitted by the contractor for a mix design:

Item J Replace “Target Coulomb Value.” with “Target KOhm-cm Value.”

Note #1 - Remove, “...Standard Specification Section 711.05, Protective Coating for Concrete Surfaces, and per the manufacturer’s recommendations, at no additional cost to the Department.” and replace with, “...Standard Specification Section 515, Protective Coating for Concrete Surfaces, at no additional cost to the Department.”

502.1703 Acceptance Methods A and B

In the paragraph that starts with “The Department will take Acceptance...” Remove the word chloride from chloride permeability in the last sentence.

Replace the paragraph starting with “Rapid Chloride Permeability specimens...” With the following:

“Surface Resistivity specimens will be tested by the Department in accordance with AASHTO TP-95 at an age \geq 56 days. Four 4 inch x 8 inch cylinders will be cast per subplot placed. The average of three concrete specimens per subplot will constitute a test result and this average will be used to determine the permeability for pay adjustment computations.”

502.1706 Acceptance Method C

Remove in its entirety and Replace with:

502.1706 Acceptance Method C The Department will determine the acceptability of the concrete through Acceptance testing. Acceptance tests will include compressive strength, air content and permeability. Method C concrete not meeting the requirements listed in Table 1 shall be removed and replaced at no cost to the Department. At the Department’s sole discretion, material not meeting requirements may be left in place and paid for at a reduced price as described in Section 502.195.

502.1707 Resolution of Disputed Acceptance Test Results
Section B

Remove “Rapid Chloride” from the section heading.

In paragraph 4 replace T-277 with TP-95

502.192 Pay Adjustment for Chloride Permeability

Remove “Chloride” from the heading and from the first sentence.

Replace the sentence that starts with “values greater than...” and replace with “values less than 10 KOHms-cm for Class A concrete or 11 KOHms-cm for Class LP concrete shall be subject to rejection and replacement, at no additional cost to the Department.”

502.194 Pay Adjustments for Compressive Strength, Chloride Permeability and Air Content, Methods A and B

Remove the word “Chloride” from the section heading and from the equation for CPF.

502.195 Pay Adjustment Method C

In Table 6: Method C Pay Reductions (page 5-53)

Under “Entrained Air” for “Class Fill”, in the first line, change from “< 4.0 (Removal)” to “< **4.5 (Removal)**”

In Table 6: Method C PAY REDUCTIONS, revise the Chloride Permeability section by removing it in its entirety and replacing it with:

Surface Resistivity {Permeability in Kohm-cms and Pay Reduction per CY}			
15-16 (\$50)	13 (\$25)	N/A	N/A
13-14 (\$75)	12(\$50)	N/A	N/A
12 (\$100)	11 (\$75)	N/A	N/A
11 (\$125)	10 (\$100)	N/A	N/A
< 11 (Removal)	< 10 (Removal)	N/A	N/A

SECTION 504

STRUCTURAL STEEL

504.26 Welding Remove the second paragraph beginning with “The range of heat...” in its entirety.

504.29 Welding ASTM A 709 HPS 70W Steel. Remove the third paragraph beginning with “Make Weld runoff tabs...” in its entirety.

SECTION 527

ENERGY ABSORBING UNIT

527.02 Materials This section is revised to read as follows.

527.02 Materials Work Zone Crash Cushions must comply with NCHRP Report 350. Work Zone Crash Cushions shall be selected from MaineDOT’s Qualified Products List of Crash Cushions / Impact Attenuators, or an approved equal.

SECTION 534

PRECAST STRUCTURAL CONCRETE

534.14 Process Control Test Cylinders

Revise this subsection to read:

“534.14 Acceptance and Quality Control Testing of Concrete Refer to Section 712.061.”

SECTION 535

PRECAST, PRESTRESSED CONCRETE SUPERSTRUCTURE

Section 535.08 – Quality Assurance

Revise the second paragraph to read:

“The QAI will perform acceptance sampling and testing and will witness or review documentation, workmanship and testing to assure the Work is being performed in accordance with the Contract Documents.”

Section 535.15 - Process Control Test Cylinders

Revise the first paragraph to read:

“535.15 Acceptance and Quality Control Testing of Concrete Acceptance of structural precast/prestressed units, for each day’s production, will be determined by the Department, based on compliance with this specification and satisfactory concrete testing results. At least once per week, the QAI will make 2 concrete cylinders (6 cylinders when the Contract includes permeability requirements) for use by the Department; cylinders shall be standard cured in accordance with AASHTO T23 (ASTM C31). The QAI will perform entrained air content and slump flow testing, determine water-cement ratio and determine temperature of the sampled concrete at the time of cylinder casting. All testing equipment required by the QAI to perform this testing shall be provided in accordance with Standard Specification Section 502.041, Testing Equipment. In addition, the Contractor shall provide a slump cone meeting the requirements of AASHTO T 119. Providing and maintaining testing and curing equipment shall be considered incidental to the work and no additional payment will be made.”

Insert the following as the second paragraph of Section 535.15:

“Quality Control concrete test cylinders shall be made for each day’s cast and each form bed used. Cylinders tested to determine strand release strength and design strength shall be field cured in accordance with AASHTO T23 (ASTM C31). 28 day cylinders shall be standard cured. Record unit identification, entrained air content, water-cement ratio, slump flow and temperature of the sampled concrete at the time of cylinder casting.”

SECTION 604
MANHOLES, INLETS CATCH BASINS

604.04 Adjusting Catch Basins and Manholes,

Add the following paragraph to the end of 604.04 b:

The Department will allow the use of metal ring inserts set into the manhole top frame or composite risers placed beneath the manhole frame to adjust manhole slope and grade for paving projects. The use of metal ring inserts shall be in accordance with 604.04 d. Ring Insert Requirements. The use of composite risers shall be in accordance with 604.04 e. Composite Riser Requirements.

Add the following paragraph after the first paragraph of 604.04 c:

The Department will allow the use of metal ring inserts set into the manhole top frame or composite risers placed beneath the manhole frame to adjust manhole slope and grade for paving projects. The use of metal ring inserts shall be in accordance with 604.04 d. Ring Insert Requirements. The use of composite risers shall be in accordance with 604.04 e. Composite Riser Requirements.

Add the following sections to 604.04:

d. Ring Insert Requirements Ring inserts to adjust manhole top frame slope and grade will be allowed in accordance with the following requirements:

1) Materials

- i. All ring inserts must be made of iron. *Multiple ring inserts will not be allowed.* The single ring insert may be any height up to a maximum of 2 inches tall.**
- ii. Ring inserts shall not be welded to the manhole frame to prevent brittle failure of the cast iron frame.**
- iii. Ring inserts shall be fastened to the manhole frame using liquid steel-filled epoxy such as Loctite Fixmaster Steel Liquid or equivalent. The epoxy shall be installed in accordance with the manufacturer's recommendations.**

2) Where Ring Inserts May/May Not Be Used

- i. MaineDOT will allow the use of a single manhole ring insert to raise manholes on state and state-aid highways.**
- ii. *Manhole ring inserts may not be used along state and state-aid highway sections where the speed limit is 40 miles per hour or more.* The standard brick and mortar or flat composite risers beneath the manhole frame must be used at these locations.**

3) Construction Requirements For The Use of Iron Manhole Ring Inserts

- i. Wherever iron ring inserts are used to raise manhole top elevations, the rings shall be fastened to the existing manhole frame using liquid steel-filled epoxy. The liquid steel-filled epoxy shall be placed evenly around the entire manhole frame before placing the ring insert. *Unbonded ring inserts will not be allowed.* If the manufacturer's recommended construction practices result in loose or unacceptable manhole cover restraint, standard brick and mortar or flat composite risers beneath the manhole frame must be used at these locations.**

e. Composite Riser Requirements Flat or beveled, doughnut-shaped, composite risers placed beneath the manhole frame to adjust slope and grade are allowed. The composite riser shall be fastened to both the top of the concrete cone and bottom of the manhole frame with the manufacturer's recommended epoxy. Composite risers may be used at all locations on state and state-aid highways under any legal speed limit without restriction.

SECTION 606 **GUARDRAIL**

606.09 Basis of Payment Amend the first sentence of the eighth paragraph of this subsection by removing the word "meter" and replace it with "linear foot".

SECTION 619 **MULCH**

619.07 Basis of Payment

In the list of Pay Items add "**619.12 Mulch**" with a Pay Unit of "**Unit**".

Change the description of 619.1201 from "Mulch" to "**Mulch – Plan Quantity**"

In the list of Pay Items add "**619.13 Bark Mulch**" with a Pay Unit of "**cubic yard**".

Change the description of 619.1301 from "Bark Mulch" to "**Mulch – Plan Quantity**"

In the list of Pay Items add "**619.14 Erosion Control Mix**" with a Pay Unit of "**cubic yard**".

Change the description of 619.1401 from "Erosion Control Mix" to "**Mulch – Plan Quantity**"

SECTION 621 **LANDSCAPING**

621.0002 Materials - General

In the list of items change "Organic Humus" to "**Humus**".

621.0019 Plant Pits and Beds

c Class A Planting

In the third paragraph beginning with "The plant pit..." change "½ inch" to "**1 inch**"

SECTION 626 **FOUNDATIONS, CONDUIT AND JUNCTION BOXES FOR HIGHWAY SIGNING, LIGHTING AND SIGNALS**

626.033 Polyvinylchloride Conduit Installation Amend the following subsection by adding the following paragraph to its end:

“NON-METALLIC UNDER PAVEMENT CONDUIT INSTALLATION

Where noted on the drawings, non-metallic under pavement conduit of schedule 80 or greater rating shall be provided to facilitate conduit crossing of the existing highway and ramps without disruption to the existing highway and ramp pavement surface. The non-metallic under pavement conduit shall be hydraulically jacked or directional bored below the highway and ramp at a depth of not less than (36 inches). Under pavement conduit shall extend for a distance of (10 feet) beyond the highway or ramp edge at each side.”

626.034 Concrete Foundations

On Page 6-85, add the following paragraph before the paragraph beginning with “Drilled shafts shall not be...”.

“ No foundation design will be required for 18- and 24-inch diameter foundations for structures less than 30-feet tall and with no projecting arms. A foundation design prepared by a Professional Engineer licensed in accordance with the laws of the State of Maine will be required for all other foundations. Precast foundations will be permitted for 18 and 24-inch diameter foundations for structures less than 30-feet tall and with no projecting arms. Where precast foundations are permitted flowable concrete fill shall be used as backfill in the annular space, and placed from the bottom up. Construction of precast foundations shall conform to the Standard Details and all requirements of Section 712.061 except that the concrete shall have a minimum permeability of 17 kOhm-cm and the use of calcium nitrite will not be required. “

On Page 6-86, add the following to the paragraph beginning with “Concrete for drilled shafts...” so that it reads as follows:

“....The Contractor shall provide temporary dewatering of excavations for foundations such that concrete is placed in the dry. Concrete for drilled shafts shall be placed in accordance with Section 502.10 as temporary casing is withdrawn to prevent debris from contaminating the foundation and to ensure concrete is cast against the surrounding soil. Concrete for drilled shafts and spread footings shall be Class A in accordance with Section 502 - Structural Concrete. Precast foundations will not be permitted except as specified above in this Section. Backfill for spread footing foundations shall be Gravel Borrow meeting the requirements of Section 703.20 - Gravel Borrow.....”

626.05 Basis of Payment

Amend this subsection by adding the following paragraph and Pay Item:

“Payment will be made for the total number of linear feet of under pavement conduit actually furnished, installed and accepted at the contract price per linear foot. This price shall include the cost of: furnishing and installing the conduit; excavating; furnishing special backfilling materials, pull wire, fittings, grounding and bonding; test cleaning interiors of conduits and all materials, labor, equipment and incidentals necessary to complete the work.”

Pay Item	Pay Unit
626.251 Non-Metallic Under pavement Conduit (Schedule 80 or greater rating)	Linear Foot

SECTION 627 **PAVEMENT MARKINGS**

627.10 Basis of Payment Remove the existing “627.78 Temporary Pavement Marking Line, White or Yellow” and replace with: **627.78 TEMP 4" PAINT PVMT MARK LINE W
OR Y LF**

SECTION 652 **MAINTENANCE OF TRAFFIC**

652.3.3 Submittal of Traffic Control Plan On page **6-148**, note **f**, in the last sentence revise the “105.2.2” to “105.2.3” so that the last sentence reads, “**For a related provision, see Section 105.2.3 – Project Specific Emergency Planning.**”.

652.3.4 General Revise the eighth paragraph by removing “Earth Berm” and replace it with “**Concrete Barrier**”.

652.4 Flaggers In the first paragraph, revise the fifth sentence which says:

For nighttime conditions, Class 3 apparel, meeting ANSI 107-2004, shall be worn along with a hardhat with 360° retro-reflectivity.

So that it reads:

For nighttime conditions, Class 3 apparel, meeting ANSI 107-2004, including a Class 3 top (vest, shirt or jacket) and a Class E bottom (pants or coveralls), shall be worn along with a hardhat with 360 ° retro-reflectivity.

652.41 TRAFFIC OFFICERS

Revise this subsection so that the subsection number and title is
“**652.4.1 TRAFFIC OFFICERS**”

SECTION 656 **TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL**

656.5.2 If No Pay Item Add the following to the end of the first paragraph:

“Failure by the Contractor to follow Standard Specification or Special Provision - Section 656 will result in a violation letter and a reduction in payment as shown in the schedule list in 656.5.1. The Department’s Resident or any other representative of The Department reserves the right to suspend the work at any time and request a meeting to

discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item.”

SECTION 660 **ON-THE-JOB TRAINING**

660.06 Method of Measurement

Remove the first sentence in its entirety and replace with “ **The OJT item will be measured by the number of OJT hours by a trainee who has successfully completed an approved training program.**”

660.07 Basis of payment to the Contractor

Remove the last word in the first sentence so that the first sentence reads “ The OJT shall be paid for once successfully completed at the contract unit price per **hour.**”

Payment will be made under

Change the Pay Item from “660.22” to “**660.21**” and change the Pay Unit from “Each” to “**Hour**”.

SECTION 674 **PREFABRICATED CONCRETE MODULAR GRAVITY WALL**

674.02 Materials

Amend this section by adding the following after “Concrete Units:” and before the paragraph beginning with “Tolerances”.

Concrete shall be Class P. The concrete shall contain a minimum of 5.5 gallons per cubic yard of calcium nitrite solution.

The minimum permeability of the concrete as indicated by Surface Resistivity shall be 17 KOhm-cm.

Defects Defects which may cause rejection of precast units include, but are not limited to, the following:

Any discontinuity (crack, rock pocket, etc.) of the concrete which could allow moisture to reach the reinforcing steel.

Rock pockets or honeycomb over 6 square inches in area or over 1 inch deep.

Edge or corner breakage exceeding 12 inches in length or 1 inch in depth.

Any other defect that clearly and substantially impacts the quality, durability, or maintainability of the structure, as determined by the Fabrication Engineer.

Repair honeycombing, ragged or irregular edges and other non-structural or cosmetic defects using a patching material from the MaineDOT Qualified Products List (QPL).

The repair, including preparation of the repair area, mixing and application and curing of the patching material, shall be in accordance with the manufacturer's product data sheet. Corners that are not exposed in the final product may be ground smooth with no further repair necessary if the depth of the defect does not exceed 1/2 inch. Remove form ties and other hardware to a depth of not less than 1 inch from the face of the concrete and patch the holes using a patching material from the MaineDOT QPL.

Repair structural defects only with the approval of the Fabrication Engineer. Submit a nonconformance report (NCR) to the Fabrication Engineer with a proposed repair procedure. Do not perform structural repairs without an NCR that has been reviewed by the Fabrication Engineer. Structural defects include, but are not be limited to, exposed reinforcing steel or strand, cracks in bearing areas, through cracks and cracks 0.013 inch in width that extend more than 12 inches in length in any direction. Give the QAI adequate notice prior to beginning any structural repairs.

SECTION 677

MECHANICALLY STABILIZED EARTH RETAINING WALL

On page 6 - 203 change "636.041" to "677.041"

Amend 677.042 Precast Panel Tolerances and Surface Finish by the addition of the following:

Defects Defects which may cause rejection of precast units include, but are not limited to, the following:

Any discontinuity (crack, rock pocket, etc.) of the concrete which could allow moisture to reach the reinforcing steel.

Rock pockets or honeycomb over 6 square inches in area or over 1 inch deep.

Edge or corner breakage exceeding 12 inches in length or 1 inch in depth.

Any other defect that clearly and substantially impacts the quality, durability, or maintainability of the structure, as determined by the Fabrication Engineer.

Repair honeycombing, ragged or irregular edges and other non-structural or cosmetic defects using a patching material from the MaineDOT Qualified Products List (QPL). The repair, including preparation of the repair area, mixing and application and curing of the patching material, shall be in accordance with the manufacturer's product data sheet. Corners that are not exposed in the final product may be ground smooth with no further repair necessary if the depth of the defect does not exceed 1/2 inch. Remove form ties and other hardware to a depth of not less than 1 inch from the face of the concrete and patch the holes using a patching material from the MaineDOT QPL.

Repair structural defects only with the approval of the Fabrication Engineer. Submit a nonconformance report (NCR) to the Fabrication Engineer with a proposed repair

procedure. Do not perform structural repairs without an NCR that has been reviewed by the Fabrication Engineer. Structural defects include, but are not be limited to, exposed reinforcing steel or strand, cracks in bearing areas, through cracks and cracks 0.013 inch in width that extend more than 12 inches in length in any direction. Give the QAI adequate notice prior to beginning any structural repairs.

SECTION 702 **BITUMINOUS MATERIAL**

702.04 Emulsified Asphalt

Revise this Section by removing the first paragraph in its entirety and replace with the following:

Emulsified Asphalt shall conform to the requirements of AASHTO M 140. Cationic emulsified asphalt shall conform to the requirements of AASHTO M 208. Anionic emulsified asphalt Grade RS-1h shall conform to the requirements in the following table:

Type	Rapid-Setting	
Grade	RS-1h	
Tests on Emulsions	min	max
Viscosity, Saybolt Furol at 25°C SFS	20	100
Storage Stability test, 24-h, % ^A	-	1.0
Demulsibility, 35 ml, 0.02 N CaCl ₂ , %	60	-
Sieve Test, % ^A	-	0.10
Residue by distillation, %	55	-
Tests on Residue from Distillation Test	min	max
Penetration, 25°C 100g, 5 s	40	90
Ductility, 25°C 5 cm/min, cm	40	-
Solubility in trichloroethylene or n-propyl bromide, %	97.5	-

^A This requirement is waived if successful application of material has been achieved in the field.

SECTION 703 **AGGREGATES**

703.0201 Alkali Silica Reactive Aggregates

Remove this section in its entirety and replace with the following:

703.0201 Alkali Silica Reactive Aggregates. All coarse and fine aggregates proposed for use in concrete shall be tested for Alkali Silica Reactivity (ASR) potential under AASHTO T 303 (ASTM C 1260), Accelerated Detection of Potentially Deleterious Expansion of Mortar Bars Due to Alkali-Silica Reaction, prior to being accepted for use. Acceptance will be based on testing performed by an accredited independent lab submitted to the Department. Aggregate submittals will be required on a 5-year cycle,

unless the source or character of the aggregate in question has changed within 5 years from the last test date.

As per AASHTO T 303 (ASTM C 1260): Use of a particular coarse or fine aggregate will be allowed with no restrictions when the mortar bars made with this aggregate expand less than or equal to 0.10 percent at 30 days from casting. Use of a particular coarse or fine aggregate will be classified as potentially reactive when the mortar bars made with this aggregate expand greater than 0.10 percent at 30 days from casting. Use of this aggregate will only be allowed with the use of cement-pozzolan blends and/or chemical admixtures that result in mortar bar expansion of less than 0.10 percent at 30 days from casting as tested under ASTM C 1567.

Acceptable pozzolans and chemical admixtures that may be used when an aggregate is classified as potentially reactive include, but are not limited to the following:

Class F Coal Fly Ash meeting the requirements of AASHTO M 295.

Ground Granulated Blast Furnace Slag (Grade 100 or 120) meeting the requirements of AASHTO M 302.

Densified Silica Fume meeting the requirements of AASHTO M 307.

Lithium based admixtures

Metakaolin

Pozzolans or chemical admixtures required to offset the effects of potentially reactive aggregates will be incorporated into the concrete at no additional cost to the Department.

703.06 Aggregate for Base and Subbase - Remove the first two paragraphs in their entirety and replace with these:

“The following shall apply to Sections (a.) and (c.) below. The material shall have a Micro-Deval value of 25.0 or less as determined by AASHTO T 327. If the Micro-Deval value exceeds 25.0, the Washington State Degradation DOT Test Method T113, Method of Test for Determination of Degradation Value (January 2009 version) shall be performed, except that the test shall be performed on the portion of the sample that passes the ½ in sieve and is retained on the No. 10 sieve. If the material has a Washington Degradation value of less than 15, the material shall be rejected.

The material used in Section (b.) below shall have a Micro-Deval value of 25.0 or less as determined by AASHTO T 327. If the Micro-Deval value exceeds 25.0 the material may be used if it does not exceed 25 percent loss on AASHTO T 96, Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine. “

703.19 Granular Borrow

Remove the gradation requirements table, and replace with the following:

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves	
	Material for Underwater Backfill	Material for Embankment Construction
6 inch	100	
No. 40	0-70	0-70
No. 200	0-7.0	0-20.0

703.33 Stone Ballast - In the third paragraph, remove the words “less than” before 2.60 and add the words “**or greater**” after 2.60.

SECTION 712

MISCELLANEOUS HIGHWAY MATERIAL

Section 712.061- Structural Precast Concrete Units

Under the heading, Quality Control and Quality Assurance, revise the fourth paragraph to read:

“Acceptance is the prerogative of the Department. The Department will conduct Quality Assurance (QA) in accordance with Standard Specification Subsection 106.5. Testing deemed necessary by the Department that is in addition to the minimum testing requirements will be scheduled to minimize interference with the production schedule. The QAI will perform acceptance sampling and testing and will witness or review documentation, workmanship and testing to assure the Work is being performed in accordance with the Contract Documents.”

Under the heading, Concrete Testing, revise the first paragraph to read as the following two paragraphs:

“Concrete Testing Acceptance of structural precast units, for each day’s production, will be determined by the Department, based on compliance with this specification and satisfactory concrete testing results. At least once per week, the QAI will make 2 concrete cylinders (6 cylinders when the Contract includes permeability requirements) for use by the Department; cylinders shall be standard cured in accordance with AASHTO T23 (ASTM C31). The QAI will perform entrained air content and slump flow testing, determine water-cement ratio and determine temperature of the sampled concrete at the time of cylinder casting. All testing equipment required by the QAI to perform this testing shall be in accordance with Standard Specification Section 502.041, Testing Equipment. In addition, the Contractor shall provide a slump cone meeting the requirements of AASHTO T 119. Providing and maintaining testing and curing equipment shall be considered incidental to the work and no additional payment will be made.

Quality Control test cylinders shall be made and tested in accordance with the following standards:

AASHTO T 22 (ASTM C39) Test Method for Compressive Strength of Cylindrical Concrete Specimens

AASHTO T23 (ASTM C31) Practice for Making and Curing Concrete Test Specimens in Field

AASHTO T141 (ASTM C172) Practice for Sampling Freshly Mixed Concrete

AASHTO T152 (ASTM C231) Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method

AASHTO T196 (ASTM C173) Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method

ASTM C1064 Test Method for Temperature of Freshly mixed Portland Cement Concrete

ASTM C1611 Standard Test Method for Slump Flow of Self-Consolidating Concrete”

Under the heading, Concrete Testing, **delete** the paragraph that begins:

“At least once per week, the Contractor shall make 2 concrete cylinders.....for use by the Department.....”

SECTION 717

ROADSIDE IMPROVEMENT MATERIAL

717.02 Agricultural Ground Limestone

In the table after the third paragraph which starts with “Liquid lime...” change the Specification for Nitrogen (N) from “15.5 percent of which 1% is from ammoniac nitrogen and 14.5 /5 is from Nitrate Nitrogen” to read “**15.5 % of which 1% is from Ammoniacal Nitrogen and 14.5 % is from Nitrate Nitrogen**”